



**REQUEST FOR PROPOSAL**  
Construction

**R23-037MZ**

Date issued: March 17, 2023

**FIRE STATION #25  
CONSTRUCTION MANAGER  
GENERAL CONTRACTOR (CMGC)  
SERVICES**

**THE CITY OF COLORADO SPRINGS**

**Contact:**

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**The City of Colorado Springs requests Construction Management/General Contractor Price Proposals, as detailed in this Request for Proposal (RFP), for Fire Station #25 Construction Manager General Contractor (CMGC) Services.**

**Estimated Magnitude: \$1,800,000.00 – 2,200,000.00**

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support  
800-835-4603

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	March 17, 2023
Pre-Proposal Conference	March 29, 2023 2:00PM – 3:00PM

We will hold a Virtual pre-proposal conference at Fire Station #25, 4770 Horizonview Drive Colorado Springs, CO 80925. Please pull into the parking area and you will be directed where to park. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

Cut Off Date for Questions	April 3, 2023 1:00PM
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Questions about the RFP must be submitted online via email to Mike Zeller, at [michael.zeller@coloradosprings.gov](mailto:michael.zeller@coloradosprings.gov). A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.
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**The only acceptable method of submitting questions is directly on Bidnet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Emails, faxes or physical mail delivery are NOT acceptable.**

Proposal Due Date	April 14, 2023 2:00PM
Interviews (if applicable)	TBD
Award of Contract	EST May 5, 2023

## 1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically online at Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Please review the submission requirements well in advance of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a confirmation number is obtained upon successful submission.

Customer Support Team for [www.bidnetdirect.com](http://www.bidnetdirect.com) can be reached 1-800-835-4603.

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

**Date/Time:** Proposals shall be received on or before 2:00Ppm MST, April 14, 2023.

## 1.3 NUMBER OF COPIES

Proposals are to be submitted electronically online on the Rocky Mountain e-Purchasing system at [www.bidnetdirect.com](http://www.bidnetdirect.com).

## 1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to Fire Station #25 Construction Manager General Contractor Services.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

The term "CMGC" or "CM/GC" refers to Construction Manager General Contractor.

## **1.5 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed

copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

## **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

## **1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

## **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

### **1.12 PERFORMANCE PERIOD**

The performance period for the project detailed in this RFP will be established as **18 MONTHS** from the issuance of a Notice to Proceed.

### **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."



Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

## **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

## **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

## **1.19 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Special Construction Terms and Conditions
- (c) General Construction Terms and Conditions
- (d) Exhibits
- (e) Plans

1. Detailed Plans
  2. Standard Drawings
- Calculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
  - (g) Standard Specifications

## 1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@coloradosprings.gov](mailto:Construction_SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:  
City of Colorado Springs  
Federal I.D.: 84-6000573  
Federal Excise: A-138557  
State Sales Tax: 98-03479

## 1.21 BOND REQUIREMENTS

The Offeror is advised that the successful Offeror shall be required to furnish to the City of Colorado Springs, upon award, one copy of each: Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of the total construction phase of the contract within ten (10) calendar days of notification of amendment of the contract for the construction phase. The cost of all bonds shall be included in Offeror's offer.

Bonds shall:

- a) Be for the full amount of the construction phase of the contract.
- b) Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.
- c) Guarantee protection to the City of Colorado Springs against liens of any kind.
- d) Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City of Colorado Springs.
- f) Be submitted using the forms in the Exhibit section of this solicitation.

## **1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Except as otherwise provided in this RFP, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals.

After award, payment to the Contractor will be made in accordance with the following procedures:

- (a) Measurement required. When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- (b) Measurement Not Required. When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

## **1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information,

clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

#### **1.24 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.**

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by Offerors. These logs and records are made available so that all Offerors have access to identical subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation, and judgment of the Offerors.

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If Offerors use this information in preparing a proposal, it is used at their own risk, and Offerors are responsible for all conclusions, deductions, and inferences drawn from such information.

Offerors may conduct subsurface investigations at the project site at Offeror's expense; the City will afford them this opportunity prior to public opening of proposals.

If an Offeror discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the Offeror shall immediately notify the Contracting Specialist to enable the City to make any necessary revisions. The City may consider it to be detrimental to the City for an Offeror to submit an obviously unbalanced unit proposal price.

#### **1.25 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

#### **1.26 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

#### **1.27 MATERIAL GUARANTY**

The successful Offeror may be required to furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.

## **SECTION II – PROPOSAL CONTENT**

### **2.0 PROPOSAL CONTENT**

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### **2.1 PROPOSAL FORMAT**

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 6	Qualifications Statement
Schedule A	Price Proposal
Schedule D	Minimum Insurance Requirements
Acknowledged Addenda, if issued	

### **2.2 COVER LETTER**

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

### **2.3 PROPOSAL CERTIFICATION**

The Offeror must fill out and submit Exhibit 1 with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

## **2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH**

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

### **2.5.1 TECHNICAL AREA**

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

#### **A. Understanding of and Compliance with Technical Requirements**

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

#### **B. Project Approach**

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as

defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

## **2.5.2 MANAGEMENT AREA**

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

### **A. Program Management Controls**



In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of May 31, 2023.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

#### B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?

2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?
5. Does the Offeror have at least five (5) years experience with CM/GC construction delivery model?
6. Does the Offeror demonstrate experience and qualifications in their ability to provide high quality results on current or past projects, specifically the construction services required (new, remodel, or tenant improvement) for fire stations or substantially related complex building types?

### C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?
4. The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.
5. Does the Offeror provide an assigned project manager who will be responsible to participate in each project for pre-construction phase services continuing into construction and project close-out, as well as full-time supervision, all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all assigned work?

## 2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

## **2.7 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.8 EXCEPTIONS**

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.9 INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**

See Section II - Item 2.5.1A

#### **3.1.2 TECHNICAL AREA -- PROJECT APPROACH**

See Section II - Item 2.5.1B

#### **3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS**

See Section II - Item 2.5.2A

#### **3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL**

See Section II – Item 2.5.2B

#### **3.1.5 PRICE/COST AREA -- PRICE/COST**

See Section II – Item 2.6

#### **3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**

See Section II – Item 2.7

#### **3.1.7 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.8 and 2.9

### **3.2 RANKING**

A. The order of ranking or importance in the evaluation shall be as follows:

First: Technical Area  
Second: Management Area  
Third: Price/Cost Area  
Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to the Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to the Price Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is

lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Very Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition,

industry standard, or reasonable expectation.

#### **D. Area Scoring**

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score. There are a total of 100 points available.

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations.

The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.



## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

### **6.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS**

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

**ADA Standards:** It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

## **SECTION V – EXHIBITS**

### **5.0 EXHIBITS**

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	RESERVED
Exhibit 5	Scope of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Notification of Utilities

## EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

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Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

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Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. \_\_\_\_\_ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly. City requires financial statements for this RFP.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:** Corporation\_\_\_\_ Individual\_\_\_\_ Partnership\_\_\_\_  
LLC\_\_\_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable**  
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #2\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #3\_\_\_\_\_ DATED:\_\_\_\_\_

**Please Note the attached Representations and Certifications must be initialed by**  
**Offeror in the spaces provided and returned with this certification.**

## **REPRESENTATIONS AND CERTIFICATIONS**

Exhibit 1 Continued

### **1. INSURANCE REQUIREMENTS**

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

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Initials for 1

### **2. ETHICS VIOLATIONS**

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

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Initials for 2

### **3. ILLEGAL ALIENS**

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
  - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
    - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
    - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

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Initials for 3

#### **4. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

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Initials for 4

## **5. INTERNET USE**

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

---

Initials for 5

## **6. LITIGATION**

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

---

Initials for 6

## **7. CONTRACTOR'S REGISTRATION INFORMATION**

Offeror's firm verifies and states that they are (check all that apply):

- ☐ Large Business (i.e. do not qualify as a small business or non-profit)
- ☐ Nonprofit
- ☐ Small Business
- ☐ Black Owned Business
- ☐ Disadvantaged Business Owner
- ☐ Hispanic Owned Business
- ☐ Native American Owned Business
- ☐ Woman Owned Business



\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Other

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_  
Initials for 7

## 8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name)

with position, \_\_\_\_\_ (Title)

Can be reached at

Work telephone number: \_\_\_\_\_

Home telephone number: \_\_\_\_\_

Cellular telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Initials for 8

## 9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City’s standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

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Initials for 9

**10. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
  - a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
  - c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

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Initials for 10

## **11.ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

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Initials for 11

## **12.CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

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Initials for 12

## **13.ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

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Initials for 13

## **14.FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor

P.O. Box 2241  
Colorado Springs CO 80901

Or via email [FraudHotline@coloradosprings.gov](mailto:FraudHotline@coloradosprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

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Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

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Signature of Authorized Representative

Printed Name:

Title:

Date:

## EXHIBIT 2 SAMPLE CONTRACT

Contract Number:		Project Name/Title			
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership		
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)		

### ARTICLE 1

The CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) accepts the relationship of trust and confidence established between the CM/GC and the Owner by this Contract. The CM/GC covenants with the Owner to furnish the CM/GC's best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The CM/GC agrees to furnish efficient business administration and superintendence and to use the CM/GC's best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the Owner.

1.1 The Project Team: The CM/GC, the Owner, and the Architect/Engineer called the "Project Team" shall work from the beginning of design through construction completion. The CM/GC shall provide leadership to the Project Team on all matters relating to construction.

1.2 Extent of Contract: This Contract represents the entire agreement between the Owner and the CM/GC and supersedes all prior negotiations, representations, or agreements. When Construction Documents are complete, they shall be identified by attachment to this Contract. This Contract shall not be superseded by any provisions of documents attached for reference and may be amended only by written instrument signed by both the Owner and the CM/GC.

1.3 Definitions: The term day shall mean calendar day unless otherwise specifically designated.

1.4 The terms Construction Manager (CM) and Construction Manager/General Contractor (CM/GC) as used herein are indistinguishable and each refers to the complete scope of services to be provided by in this agreement.

1.5 Section 00700, General Conditions, is attached herewith in Exhibit 6. The terms and conditions of the entire Section 00700, General Conditions are hereby incorporated within this Contract.

## ARTICLE 2

### CM/GC'S SERVICES

The General Contractor/Construction Manager shall perform the following services under this Contract in each of the two phases described below.

#### 2.1 Design Phase

*2.1.1 Consultation During Project Development:* Attend regular meetings (at least weekly) with the Architect/Engineer and Owner during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, life-cycle cost impacts and detailed estimates with all value engineering.

*2.1.2 Scheduling:* Develop a Project Time Schedule that coordinates and integrates the Architect/Engineer's design efforts with construction schedules. Update the Project Time Schedule monthly incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences, duration of activities, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority.

*2.1.3 Estimating/Cost Control Services:* Prepare a conceptual or parameter estimate as soon as major Project requirements have been identified. Update the estimate periodically as required by the Owner. Prepare an estimate at the completion of the Design Development phase for approval by the Owner and use in scope definition in moving from the Design Development to the Construction Document phase. Update and refine this estimate as the development of Construction Documents proceeds. Provide value engineering recommendations, including life cycle cost analysis, where applicable, during the design development and construction document phases, to ensure project completion within the budget specified herein.

*2.1.4 Coordination of Contract Documents:* Review the Construction Documents as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules at each phase of the Construction Document preparation, without, however, assuming any of the Architect/Engineer's responsibilities for design.

*2.1.5 Construction Planning:* Recommend for purchase and expedite the procurement of long-lead items to ensure their delivery by the required dates.

*2.1.5.1* Make recommendations to the Owner and the Architect/Engineer regarding the division of Work in the Construction Documents to facilitate the bidding and awarding of Subcontracts, allowing for phased construction and package bids, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, and provisions for temporary facilities.

*2.1.5.2* Review the Construction Documents with the Architect/Engineer to eliminate areas of conflict and overlapping in the Work to be performed by the various Subcontractors and prepare prequalification criteria for bidders.

2.1.5.3 When the Drawings and specifications are sufficiently complete, the CM/GC shall propose a Guaranteed Maximum Price (GMP) which shall be the sum of the estimated cost of the Work and the CM/GC's fee.

2.1.5.4 Coordinate the advertising, bidding, and award of all Work items, unless otherwise provided for in this Contract. Develop supplemental Subcontractor and Supplier interest in the Project as required to ensure receipt of competitive bids and/or the competitive procurement of all Work items unless otherwise provided for in this Contract.

## 2.2 Construction Phase

2.2.1 *Project Control:* Monitor the Work of the Subcontractors and coordinate the work with the activities of the Owner and Architect/Engineer as required to complete the Project in accordance with the Owner's objectives of cost, time and quality.

2.2.1.1 Maintain a competent full-time staff at the Project site to coordinate and provide general direction of the Work and progress of the Subcontractors on the Project. The Owner shall have the right to approve all on-site personnel.

2.2.1.2 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.

2.2.1.3 Establish procedures for coordination among the Owner, Architect/Engineer, Subcontractors and CM/GC with respect to all aspects of the Project and implement such procedures.

2.2.1.4 Attend progress meetings at which Subcontractors, Owner, Architect/Engineer and CM/GC can discuss jointly such matters as procedures, progress, problems and scheduling.

2.2.1.5 Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started or incomplete and make such adjustments to the schedule as required to meet the required Project completion date. Document all such action and advise the Owner's representative of actions taken to facilitate completion of the Project within the specified time frame.

2.2.1.6 Determine the adequacy of Subcontractor's personnel and equipment and the availability of materials and supplies to meet the overall Project schedule. Make such changes or adjustments as required to complete the Project within the specified time frame.

2.2.2 *Physical Construction:* Provide all supervision, labor, materials, construction equipment, tools and subcontract items which are necessary for the completion of the Project which are not provided by either the Subcontractors or the Owner. To the extent that the CM/GC performs any Work with his own forces, he shall, with respect to such Work, perform in accordance with the Plans and Specifications and in accordance with the procedure applicable to the Project.

2.2.3 *Cost Control:* Develop and monitor an effective system of Project cost control and submit for Owner's approval. Revise and refine the Guaranteed Maximum Price, as and if approved by the Owner, reflecting scope changes and/or buyout of subcontracts and materials, all as required by the Owner. Provide copies of bids, contracts, etc., as required to document actual project costs. Develop cash flow reports and forecasts as requested by Owner. Identify variances

between actual and budgeted or estimated costs and advise Owner and Architect/Engineer whenever projected cost exceeds budgets or estimates. Provide value engineering alternatives as required to maintain project within the budget specified herein, unless otherwise approved by the Owner.

2.2.3.1 Maintain cost accounting records on authorized Work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records. Afford the Owner access to these records and preserve them for a period of three (3) years after final payment. Unless otherwise approved by the Owner, final payment to the CM/GC shall be based on a completed audit of the CM/GC's financial records for subject project.

2.2.4 *Change Orders*: Recommend necessary or desirable changes to the Owner and the Architect/Engineer, review requests for changes, submit recommendations to the Owner and the Architect/Engineer, and assist in negotiating Change Orders.

2.2.5 *Payments to Subcontractors*: Develop and implement a procedure for the review, processing and payment of applications by Subcontractors for progress and final payments.

2.2.6 *Permits and Fees*: Obtain all building permits and special permits for permanent improvements, including permits for inspection or temporary facilities, if required by local authorities, or coordinate acquisition with Owner. Coordinate Subcontractors' procurement of necessary permits and inspections applicable to respective portions of the work. Assist the Owner and Architect/Engineer in obtaining approvals from all the authorities having jurisdiction.

2.2.7 *Owner's Consultants*: If required, assist the Owner and/or Architect/Engineer in selecting and retaining professional services of outside or third-party consultants. Budgets for the costs of such services shall be included in the GMP (Guaranteed Maximum Price), as jointly determined by the CM/GC and the Owner's representative, unless otherwise specified herein. (All costs for concrete and soils testing will be paid directly by the City and are excluded from this Contract). Coordinate the interface of such services with overall Project requirements.

2.2.8 *Inspection*: Inspect the Work of Subcontractors for defects and deficiencies in the Work. Cause any corrections to be made as required to conform to the requirements of the Contract Documents.

2.2.8.1 The CM/GC is responsible for overall Project safety.

2.2.9 *Shop Drawings and Samples*: Review all submittals for conformance with the requirements of the Contract Documents. Stamp all submittals and note approvals, conditions, comments, or questions prior to forwarding to the Architect/Engineer for review. Coordinate the preparation and approval of submittals to meet the requirements of the overall Project schedule. Identify items with critical approval turn-around times to facilitate coordination with the Architect/Engineer.

2.2.10 *Reports and Project Site Documents*: Record the progress of the Project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Subcontractor's Work, and the percentage of completion. Keep a daily log available to the Owner and the Architect/Engineer.

2.2.10.1 *Maintain at the Project site, on a current basis*: records of all necessary Contracts, Drawings, samples, purchases, materials, equipment, maintenance and operating manuals and



instructions, and other construction related documents, including all revisions. Obtain data from Subcontractors and maintain a current set of Drawings, Specifications and operating manuals. At the completion of the Project, deliver all such records to the Owner.

**2.2.11 Substantial Completion:** When the work is represented by the CM/GC to be substantially complete, coordinate an inspection for Substantial Completion by the Architect/Engineer and Owner's representative. In conjunction with the Architect/Engineer, prepare a list of incomplete or unsatisfactory items and the schedule for their completion.

**2.2.12 Start-Up:** With the Owner's maintenance personnel, direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Subcontractors.

**2.2.13 Final Completion:** When the work is represented by the CM/GC to be finally complete, including the completion of all items noted subsequent to Substantial Completion, provide written notice of same to the Architect/Engineer and Owner's representative and coordinate the final inspection of the Project. Secure and transmit to the Architect/Engineer required guarantees, affidavits, releases, bonds, and waivers. Turn over to the Owner all keys, manuals, record drawings, and maintenance stocks.

**2.2.14 Warranty:** Where any Work is performed by the CM/GC's own forces or by Subcontractors under contract with the CM/GC, the CM/GC shall warrant that all materials and equipment included in such Work will be new, unless otherwise specified, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents. With respect to the same Work, the CM/GC further agrees to correct all Work defective in material and workmanship for a period of two years from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the Specifications. The CM/GC shall apply for, collect and deliver to the Owner all warranties from manufacturers of materials and equipment for the Project.

### **2.3 Additional Services**

**2.3.1** At the request of the Owner, the CM/GC will provide the following additional services upon written agreement between the Owner and CM/GC defining the extent of such additional services and the amount and manner in which the CM/GC will be compensated for such additional services.

**2.3.2** Services related to Owner-furnished equipment, furniture and furnishings which are not a part of this Agreement.

## **ARTICLE 3**

### **FINANCE**

**3.1** The Owner shall provide full information regarding Owner's requirements for the Project.

**3.2** The Owner shall designate a representative who shall be fully acquainted with the Project and has authority to approve budgets, estimates, changes orders, render decisions promptly and furnish information expeditiously. The designated representative is Kenneth Rankin, City Facility Administrator.

3.3 The Owner shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect/Engineer, a copy of which will be furnished to the CM/GC.

3.4 The Owner shall furnish for the site of the Project all existing information pertaining to investigations, legal limitations, utility locations, and a legal description. Additional information required for the completion of the Work shall be obtained by the CM/GC through the Architect/Engineer, Owner's representative, or such other sources as may be required to facilitate completion of the overall Project. The cost of such additional services shall be included in the GMP or shall be paid for as otherwise directed by the Owner's representative.

3.5 The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, except as otherwise provided in the scope of this Agreement.

3.6 The Owner shall furnish such legal services as may be necessary for providing the items set forth in Paragraph 3.5, and such auditing services as may be required.

3.7 The CM/GC will be furnished without charge all copies of Construction Documents reasonably necessary for the execution of the Work.

3.8 The CM/GC shall provide insurance as required. Builder's risk insurance shall be provided by the CM/GC. Any insurance bonds and/or Subcontractor Payment, Performance, and Maintenance Bonds recommended by the CM/GC shall be included in budgets provided in the GMP, subject to the approval of the Owner's representative.

3.9 The services, information, surveys and reports required by the above paragraphs or otherwise to be furnished by other consultants employed by the Owner, shall be furnished with reasonable promptness at the Owner's expense and the CM/GC shall be entitled to rely upon the accuracy and completeness thereof. The CM/GC shall provide reasonable notice when such services, information, surveys, or reports are required.

3.10 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the Owner shall give prompt written notice thereof to the CM/GC.

### 3.11 Appropriation of Funds

3.11.1 In accord with the City Charter, performance of the City of Colorado Springs' obligations under this Contract are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City of Colorado Springs' obligations under this Contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Contract without compensation to the CM/GC.

3.11.2 The funds appropriated for this Contract are equal to or exceed the Contract amount for the year in which this Contract was awarded.

3.11.3 The CM/GC and the City of Colorado Springs agree and acknowledge as a part of this Contract, that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate

amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the CM/GC has been given a written assurance by the City that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Contract.

3.11.4 The CM/GC and the City of Colorado Springs further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the CM/GC shall not be entitled to any additional compensation, whether by law or equity, unless, prior to commencing the additional work, the CM/GC was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City of Colorado Springs' representative. It is the CM/GC's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

3.12 The Owner shall communicate with the Subcontractors only through the CM/GC.

#### **ARTICLE 4**

##### **SUBCONTRACTS**

4.1 If the Owner refuses to accept a Subcontractor recommended by the CM/GC, the CM/GC shall recommend an acceptable substitute and the Guaranteed Maximum Price, if applicable, shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. If the CM/GC refuses to accept a Subcontractor recommended by the Owner and at additional cost to the Owner, the Guaranteed Maximum Price shall be reduced by the amount of the additional cost.

4.2 The CM/GC shall be responsible to the Owner for the acts and omissions of his agents and employees, Subcontractors performing Work under a contract with the CM/GC, and such Subcontractor's agents and employees.

4.3 All subcontracts shall be subject to acceptance by the Owner in their form and substance.

#### **ARTICLE 5**

##### **SCHEDULE**

5.1 The services to be provided under this Contract shall be in general accordance with the following schedule:

5.2 The GMP is to be established as per Article 6. The date by which Completion is required to complete the Fire Station #24 Project will be determined prior to contract execution. This date is not subject to revision and includes coordination with the systems (computer and telephone). The sequencing of the completion will be coordinated with the City representative.

5.3 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Construction Documents so the Owner can beneficially occupy or utilize the Project or designated portion thereof for the use for which it is intended. Warranties called for by this Agreement or by the Construction Documents shall commence on the Date of Substantial Completion of the Project or designated portion thereof.

5.4 If the CM/GC is delayed at any time in the progress of the Project by any act or neglect of the Owner or the Architect/Engineer or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, or by unavoidable casualties or any causes beyond the CM/GC's control, the Construction Completion Date shall be extended by Change Order for a reasonable length of time. Such occurrences shall be documented in writing and submitted by the CM/GC to the Owner's representative within five calendar days of the date from which the delay has been incurred.

5.5 Liquidated Damages are as specified in Schedule B.

## **ARTICLE 6**

### **GUARANTEED MAXIMUM PRICE**

6.1 No more than two weeks following the bidding of all bid items, the CM/GC will prepare and submit for City approval the Guaranteed Maximum Price (GMP) for the Work, including the CM/GC's fee, General Conditions costs, and the direct cost of the Work. The GMP shall detail the cost of work items bid and awarded to date, general conditions costs, and the CM/GC fee. The GMP is subject to modification only for scope changes in the project unless otherwise approved by the City.

## **ARTICLE 7**

### **CM/GC'S FEE**

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the CM/GC as compensation for the CM/GC's services a CM/GC Fee as set forth in Subparagraphs 7.1.1 and 7.1.2.

7.1.1 For the preconstruction services as defined herein, a firm fixed fee of \_\_\_\_\_, which will be paid in monthly increments equal to the percentage of the Design (preconstruction) Phase actually completed by the Architect/Engineer.

7.1.2 For work or services performed during the Construction Phase, a lump sum fee of \_\_\_\_\_ percent of the established GMP, which shall be paid proportionately to the ratio of the monthly payment to the Cost of the Project which bears to the estimated cost. Any balance of this fee shall be paid at the time of final payment. The preconstruction services fee specified in section 7.1.1 shall be excluded from the GMP amount on which the fee specified in the section is calculated.

7.2.1 For Changes in the Project as provided in section 00700 - General Conditions, the CM/GC's Fee shall be adjusted as follows: For changes in the Project requested and authorized after establishing the GMP, the CM/GC shall be allowed \_\_\_\_\_ percent of the direct cost of the change to allow for overhead and profit. The CM/GC shall provide an itemized breakdown for all proposed changes subsequent to the establishment of the GMP.

7.2.2 For delays in the Project not the responsibility of the CM/GC documented in accordance with the requirements of this Contract, there will be an equitable adjustment to compensate the CM/GC for the CM/GC's increased expenses.

7.2.3 The CM/GC shall be paid an additional fee in the same proportion as set forth in 7.2.1 if the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss.

7.3 Included in the CM/GC's Fee are the following:

7.3.1 Salaries or other compensation of the CM/GC's employees at the principal office and branch offices, except employees listed in Subparagraph 8.2.2.

7.3.2 General operating expenses of the CM/GC's principal and branch offices other than the field office.

7.3.3 Any part of the CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Project.

7.3.4 Overhead or general expenses of any kind, except as may be expressly included in Article 8.

7.3.5 Costs in excess of the Guaranteed Maximum Price.

## **ARTICLE 8**

### **COST OF THE PROJECT**

8.1 The term Cost of the Project shall mean costs necessarily incurred in the Project during either the Design or Construction Phase, and paid by the CM/GC. Such costs shall include the items set forth below in this Article.

8.1.1 The Owner agrees to pay the CM/GC for the Cost of the Project as defined in Article 8. Such payment shall be in addition to the CM/GC's Fee stipulated in Article 7.

#### **8.2 Cost Items**

8.2.1 Wages paid for labor in the direct employ of the CM/GC in the performance of his Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and CM/GC, and including such welfare or other benefits, if any, as may be payable with respect thereto.

8.2.2 Salaries of the CM/GC's employees when stationed at the field office, and employees engaged on the road in expediting the production or transportation of materials and equipment, as follows: On-site personnel costs to be reimbursed as direct Project costs will be as specified in the agreed upon GMP. The cost of the Project Manager and estimating services are included in the fee. The final budgets for on-site personnel are to be identified in the general conditions costs portion of the GMP and are subject to revision based on the scope of the Project and the time frame for completion at the time a GMP is established.

8.2.3 Cost of all employee benefits and taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the CM/GC and included in the Cost of the Project under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Reasonable transportation, traveling, moving, and hotel expenses of the CM/GC or of the CM/GC's officers or employees incurred in discharge of duties connected with the Project.

8.2.5 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

8.2.6 Payments made by the CM/GC to Subcontractors for their Work performed pursuant to this Contract.

8.2.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the CM/GC.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Project, whether rented from the CM/GC or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

8.2.9 Cost of the premiums for all insurance which the CM/GC is required to procure by this Contract or is deemed necessary by the CM/GC and approved by the Owner.

8.2.10 Permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefore, and deposits lost for causes other than the CM/GC's negligence. If royalties or losses and damages, including costs of defense, are incurred which arise from a particular design, process, or the product of a particular manufacturer or manufacturers specified by the Owner or Architect/Engineer, and the CM/GC has no reason to believe there will be infringement of patent rights, such royalties, losses and damages shall be paid by the Owner and not considered as within the Guaranteed Maximum Price.

8.2.11 Losses, expenses or damages to the extent not compensated by insurance or otherwise (including settlement made with the written approval of the Owner).

8.2.12 Minor expenses such as telegrams, long-distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Project.

8.2.13 Cost of removal of all debris.

8.2.14 Cost incurred due to an emergency affecting the safety of persons and property.

8.2.15 Legal costs reasonably and properly resulting from prosecution of the Project for the Owner.

8.2.16 All costs directly incurred in the performance of the Project and not included in the CM/GC's Fee as set forth in Paragraph 7.3.

## **ARTICLE 9**

### **DISCOUNTS**

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM/GC for such payments. To the extent the Cost of the Project is paid with funds of the CM/GC, all cash discounts shall accrue to the CM/GC. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

## **ARTICLE 10**

### **PAYMENTS TO THE CM/GC**

10.1 The CM/GC shall submit monthly to the Owner a statement, sworn to if required, showing in detail all moneys paid out, costs accumulated or costs incurred on account of the Cost of the Project during the previous month and the amount of the CM/GC's Fee due.

10.2 To the extent that any of the work is determined to be incomplete or unacceptable, final payment shall be reduced by an amount equal to three hundred percent (300%) of the Owner's and Architect/Engineer's evaluation of the cost to complete or correct any such incomplete or unacceptable work. The amount withheld shall be paid within thirty days of the completion of the incomplete or unacceptable work, pending receipt of close-out documents, as applicable.

10.3 Payments to the CM/GC are further subject to the provisions of Schedule D.

## **ARTICLE 11**

### **INDEMNITY**

11.1 Indemnity

11.1.1 The CM/GC agrees that the CM/GC shall indemnify, defend, and hold harmless the City of Colorado Springs, its officers, agents and employees from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of, or in connection with the CM/GC's obligations or actions under this contract.

## **ARTICLE 12**

### **ASSIGNMENT AND GOVERNING LAW**

12.1 The CM/GC shall not assign or otherwise transfer this Contract or any right or obligations hereunder without the prior written consent of the City.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

13.1 It is expressly understood that the Owner shall be directly retaining the services of an Architect/Engineer.

13.2 CM/GC certifies that CM/GC has complied with the United States Immigration and Control Act of 1986. All persons employed by CM/GC for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

## **APPENDICES**

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Proposal and Contractor's Proposal
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – General Conditions CM/GC Version

4. Schedule D – Insurance Requirements
5. Schedule E – Additional Terms and Conditions
6. Schedule F – Scope of Work
7. Schedule G – Project Schedule
8. Schedule H – Notification of Utilities (Exhibit 8 of the RFP)



## SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

### THE CITY OF COLORADO SPRINGS, COLORADO:

**John W. Suthers**  
**MAYOR**

**DATE**

### SECOND PARTY:

Corporate Name

**SAMPLE ONLY**

Signature

Date

Title

Witness

AMENDMENT TO OWNER-  
CONSTRUCTION MANAGER CONTRACT

Pursuant to the original Agreement dated \_\_\_\_\_ between the City of Colorado Springs (Owner) and \_\_\_\_\_ (the CM/GC), for \_\_\_\_\_ (the Project), the Owner desires to fix a Guaranteed Maximum Price for the Project and the CM/GC agrees that the design, plans and specifications are sufficiently complete for such purpose. Therefore, the Owner and CM/GC agree as set forth below.

ARTICLE 1

Guaranteed Maximum Price

The CM/GC's Guaranteed Maximum Price for the Project, including the Cost of the Work as defined in Article 8 and the CM/GC's Fee as defined in Article 7 is \_\_\_\_\_.  
This price is for the performance of the Work in accordance with the documents listed and attached to this Amendment and marked Amendment Exhibit \_\_\_\_.

ARTICLE 2

Time Schedule

The Construction Completion date is established by this Amendment is: \_\_\_\_\_

This Agreement executed the day and year first written above.

ATTEST:

CITY OF COLORADO SPRINGS

BY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

ATTEST:

CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR

BY: **SAMPLE ONLY**

\_\_\_\_\_

DATE:

\_\_\_\_\_

### EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

**EXHIBIT 4    RESERVED**

## **EXHIBIT 5 SCOPE OF WORK FOR CMGC FOR FIRE STATION #25**

### **5.1 BACKGROUND**

The City of Colorado Springs ("City") is seeking Proposals from qualified firms to provide Construction Manager/General Contractor (CM/GC) services related to design/preconstruction, construction, and remodel of a Fire Station 25 (Colorado Centre). The work will include 30%, 60%, and 90% design review and cost estimates; coordination with City's design team providing a maximum guaranteed price at 90% design; remodel construction of the City's Fire Station 25 (Colorado Centre) 12,000 square feet fire station. The estimated budget for the overall project is between \$2.0 Million to \$2.2 Million. The current location for the fire station is 4770 Horizon view Drive Colorado Springs, CO 80925.

### **5.2 QUALIFICATIONS**

A. The Proposer ("Firm") shall have at least five (5) years' experience with CM/GC construction delivery model.

B. The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.

C. Pursuant to the instructions of this RFP, the Proposer shall demonstrate this experience and qualifications in their ability to provide high quality results on current or past projects, specifically the construction services required (new, remodel, or tenant improvement) for fire stations or substantially related complex building types.

D. The Proposer will be expected to assign a project manager who will be responsible to participate in each project for pre-construction phase services continuing into construction and project close-out, as well as full-time supervision, all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all assigned Work. No illegitimate or capricious changes, including key personnel, will be allowed under any Contract.

### **5.3 PROJECT TEAM MEMBERS**

The selected CM/GC will coordinate and manage the design and construction process as a member of a team with the City , Architect/Engineer, and other project consultants.

All these Parties together will be referred to as the Project Team.

A. The CM/GC must be skilled in collaboration with the Project Team, identification, and mitigation of risk through analysis and assessment, developing schedules, preparing construction estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, and

coordinating and communicating the activities of the CM/GC throughout the design and construction phases to all members of the Project Team.

B. In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

C. Additional services are identified throughout the CM/GC Services General Conditions Contract.

#### **5.4 BASIS FOR PAYMENT**

The selected CM/GC will be paid the Design/Preconstruction Phase Fee , a firm fixed price, which will be paid in monthly increments equal to the percentage of the Design/Preconstruction phase completed by the Architect/Engineer.

Additionally, the CM/GC process adds specified construction manager consulting services to traditional general contractor work, requiring full contract performance within a negotiated Guaranteed Maximum Price ("GMP"). The basis for payment is reimbursable direct costs as defined under the Contract, plus a fee constituting full payment for consulting services rendered and construction work which together shall not exceed the established GMP.

#### **5.5 SETTING THE GMP**

The project GMP will be set before the end of 90%, or greater, of the Design/Preconstruction phase. The CM/GC will propose to the City a GMP for the public improvement construction work for the Construction Phase based on a specific design, project conditions and in alignment with the City's approved scope and budget.

The City will be afforded the opportunity to review and approve the GMP. The GMP includes the total "Cost of Work" for the construction phase including contingencies and the CM/GC's Fee.

A. By executing a GMP amendment to the Contract, the CM/GC guarantees that the cost of work shall not exceed the GMP. Should the Cost of the Work be less than the GMP, any such positive difference shall be realized as "savings" to the City at the end of the project. Although it is the intention of the City to save money on the project, if at all possible, the City reserves the right to work with the CMGC to use the anticipated savings to build additional necessary components of the project which may have been omitted from the original GMP scope and carried as alternates. The City will not pay any amount that exceeds the established GMP specified in the public improvement construction contract unless the amount results from material changes to the scope of work set forth in the public improvement construction contract. Any such material

changes must be approved by the Parties to the public improvement construction contract in writing.

B. If the CM/GC is unable to set a GMP within the budget and in the appropriate time, the City reserves the right, at the sole discretion of the City, to cancel the Contract with the CM/GC and may proceed immediately with another contractor on the City's list of selected Proposers or begin another solicitation process, whatever is in the best interest of the City. If the contract with the initial CM/GC is so terminated, the initial CM/GC will be compensated for its actual time spent on the Design/Preconstruction phase and documented reasonable expenses.

C. The CM/GC will provide the City a detailed description of the items that make up the GMP.

## **5.6 PHASES**

### **A. Design/Preconstruction Phase (Phase 1)**

The CM/GC shall serve as general-contractor-at-risk and a special consultant to the design team and will analyze the design and proposed modifications with the goal of providing the City, in the time frame proposed, the highest quality work within budget. The CM/GC will provide the services including but limited to design related CM/GC consultant services, scheduling, cost estimating, constructability review, coordination review, recommending optimal construction phasing, scheduling, and sequencing, and analysis of alternative materials and systems for the Project.

The CM/GC will recommend for purchase and expediate the procurement of long-lead items to ensure delivery by the required dates. Construction related activities of the CM/GC during this phase will include schedule refinement.

**The proposed fee for the Development/Preconstruction Phase defined within should be a flat fee.**

### **B. Construction Phase (Phase 2)**

If a GMP contract amendment is agreed to by the Parties, the CM/GC shall perform all acts of work and supply all items necessary to complete the Project in accordance with the terms and conditions of the RFP and the Contract documents including, but not limited to, pay, and coordinate all materials, tools, equipment, labor, professional and non-professional services, in the time allocated.

It is anticipated that the work of this project may involve multiple bid packages. The CM/GC shall act as the general contractor to the subcontractors.

Coordinate the advertising, bidding, and award of all Work items, unless otherwise provided for in this Contract. Develop supplemental Subcontractor and Supplier interest in the Project as required to ensure receipt of competitive bids and/or the competitive procurement of all Work items unless otherwise provided for in this Contract.

The process used to award subcontractor work by the CM/GC is to be monitored by the City's project manager and reported on by the CM/GC on a regular basis. The CM/GC may not artificially divide or fragment work so as to avoid the City's procurement rules under this section.

When there are single fabricators of materials or special packaging requirements for subcontractor work, advance approval by the City's project manager is required.

Except as allowed above, if the CM/GC or an affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction work on a project, the CM/GC must disclose that fact in the selection process documents and announcements. In such cases, a representative of the City, or an independent third party, shall oversee and manage the competitive bidding process including independent review and opening of bids for the elements involved.

The CM/GC shall resolve subcontractor protests of the CM/GC's selection of subcontractors and suppliers. A representative of the City may aid in the resolution of such protests. Note: the procedures and reporting mechanisms related to the resolution are considered public records.

For work or services performed during the Construction Phase, the fee is to be proposed as lump sum fee of    percent of the established GMP. Construction cost can be estimated based upon a magnitude of \$1,800,000 to \$2,200,000

Identify the percent fee adjustment for the General Contractor, subcontractors and suppliers for changes to the scope of work after establishing the GMP.

## **5.7 SPECIAL TESTING AND INSPECTIONS**

All special testing and inspections work will be done by others contracted separately by City

## **5.8 ADDITIONAL SERVICES**

It is anticipated that the CM/GC will continue the following functions throughout all phases of the project as applicable:

- A. Participate in weekly meetings with City and/or the design team.
- B. Consult, evaluate and understand design criteria with the design team.



C. Consult with City in refining the Construction Project budget and establishing and maintaining a detailed cost model for the work as the design evolves.

D. Assist in life cycle value analysis from drawings, specifications, other design criteria, and alternative designs as may be requested by City.

E. Provide verification of architect's estimate of probable construction cost based on 30% Construction Documents once CM/GC contract is awarded.

F. Provide detailed estimates of probable construction costs based on 60% and 90% Construction Documents.

G. With the design team, develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required.

H. Prepare a detailed milestone schedule identifying the work to be performed by the design team, City, and the CM/GC during this phase. The CM/GC shall report progress weekly against this schedule.

I. Review the plans and specifications on a continuous basis and advise the design team and Colorado Springs Fire Department ("CSFD") whenever the estimated construction costs are tending to exceed line items from the model budget. The CM/GC will provide in a timely fashion the design team with alternatives that will bring the project cost within budget, without compromising the scope agreed to in the outline specification. The CM/GC will continually update project costs and provide updates to the design team.

J. Review all design, specification, and plan documents as they are developed and make value engineering and constructability recommendations as well as review all for completeness, proper details, compliance with program and master plan requirements and adherence to codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the design team.

K. Prepare site and building logistics and safety plans to encompass all proposed activities and impacts to the existing site, neighbors, authorized visitors, and employees

L. Use a GMP tracking sheet as part of an effective fiscal control, including a weekly detailed cost estimate and a weekly status report with budget recommendations. The weekly status report will include full schedule reporting as well as a summary of all major outstanding items with proposed solutions.

M. Prepare all bid packages, according to the contractual requirements and City procedures. Recommend to the City modification to existing procedures or implementation of new procedures where appropriate. Ensure that all bid packages, including those for early procurement, are within budget. It is the responsibility of the CM/GC to provide the design team with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.

N. Fully coordinate work of all subcontractors and vendors. Provide regular, on-going quality inspection and assistance to the design team in ensuring that the work meets all specifications and applicable codes.

O. Review and expedite all change orders.

P. Provide all required pay documents for CM/GC and subcontractors pertinent to pay requests for review and approval.

Q. Maintain in a current condition all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, etc.

R. Transmit copies of all project correspondence to City's project manager including, but not limited to, Meeting minutes, RFI's, RFI logs, Submittals, Submittal Logs, Inspection reports, Change Order Requests (COR's), Change Order Request Logs, proposal Requests, ASI's, Permits, Project Allowance(s) Reconciliation, Project Contingency status reports, Project Schedule updates, etc.

S. Provide an unconditional lien release at the end of the project.

T. Provide any other process or work required to make the project successful.

## EXHIBIT 6 – QUALIFICATION STATEMENT

### CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**1. TYPE OF BUSINESS**

**2. TYPE OF LICENSE & LOCATION**

CORPORATION

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

JOINT VENTURE

☐

OTHER: \_\_\_\_\_

**3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:** \_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.**

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** \_\_\_\_\_

**7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?** YES ☐ NO ☐ IF "YES", EXPLAIN:

**8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?** YES ☐ NO ☐

IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

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10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

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11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
2.	Location of Project:
	Size of Project:
	Contract Amount:
	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
3.	Location of Project:
	Size of Project:
	Contract Amount:
	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
14.	LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT: (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)
1.	Name:
	Address:
	Telephone Number:
	Type of Work:
2.	Name:
	Address:
	Telephone Number:
	Type of Work:
3.	Name:
	Address:
	Telephone Number:
	Type of Work:

**IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.**

## EXHIBIT 7 – EVALUATION SCORESHEET

### PROPOSAL EVALUATION SCORE SHEET

SOLICITATION NUMBER AND TITLE: R23-037MZ CMGC FOR FIRE STATION 25

Proposer's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<b>1. TECHNICAL AREA (TOTAL AVAILABLE POINTS: 35)</b>  The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.	
<b>A. Understanding of and compliance with technical requirements</b>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"><li>1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?</li><li>2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?</li><li>3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?</li><li>4. Does the technical solution seem realistic?</li><li>5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement?</li></ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<b>B. Project Approach</b>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> <li>1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.</li> <li>2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.</li> <li>3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose.</li> <li>4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work.</li> <li>5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product.</li> <li>6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site.</li> <li>7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.</li> </ol> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> </ol>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>

<p>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</p> <p>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</p> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	
<p><b>2. MANAGEMENT AREA (TOTAL AVAILABLE POINTS: 30)</b></p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p><b>A. Program Management Controls</b></p>	
<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed construction schedule for the project showing the key construction activities and how they will meet or better the County's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of May 31, 2023.</p> <p>Consider the following questions.</p> <p>1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?</p> <p>2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?</p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>



<ol style="list-style-type: none"> <li>3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</li> <li>4. Does the offer address corrective actions?</li> <li>5. Does the proposal explain how the Offeror will remain within schedule and budget?</li> </ol> <p><b>COMMENTS:</b></p>	
<b>B. Past Performance/Relevant Experience</b>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> <li>3. Does the Offeror explain how they were successful on the projects provided as past performance?</li> <li>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</li> <li>5. Does the Offeror have at least five (5) years experience with CM/GC construction delivery model?</li> <li>6. Does the Offeror demonstrate experience and qualifications in their ability to provide high quality results on current or past projects, specifically the construction services required (new, remodel, or tenant improvement) for fire stations or substantially related complex building types?</li> </ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>
<b>C. Key Personnel</b>	
<p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>

<p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</li> <li>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> <li>4. The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.</li> <li>5. Does the Offeror provide an assigned project manager who will be responsible to participate in each project for pre-construction phase services continuing into construction and project close-out, as well as full-time supervision, all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all assigned work?</li> </ol> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A., 2.B. and 2.C.)</p>	
<p><b>3. PRICE/COST AREA (TOTAL AVAILABLE POINTS: 25)</b></p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&amp;M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> <li>1. How does the price compare to the industry competition?</li> <li>2. If low, is it unrealistically low?</li> </ol>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>3. If high, is there demonstrated added value for the additional cost?</p> <p>4. Can you see how the price was built? If so, do the costs look appropriate for the task?</p> <p>5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.</p> <p>6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</p> <p><b>COMMENTS:</b></p>	
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p><b>4. PROPOSAL PRESENTATION (TOTAL AVAILABLE POINTS: 10)</b></p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>Total Proposal Presentation Area (Insert number from Section 4 evaluation above):</p>	
<p><b>EXCEPTIONS PROPOSED</b></p>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<p><b>Pass/Fail</b></p>
<p><b>INSURANCE EXCEPTIONS PROPOSED</b></p>	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<p><b>Pass/Fail</b></p>
<p><b>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.</b></p>	<p>Total Score:</p>

## **EXHIBIT 8 – NOTIFICATION OF UTILITIES**

### General Information

It is the responsibility of the Contractor to notify all applicable utilities (including, but not limited to Colorado Springs Utilities) for utility locations at least two business days or twenty-four hours prior to commencing any work. Should any street be closed off for any amount of time, the Contractor must notify the Traffic Department. See the City of Colorado Springs Standard Specifications General Provisions for more information regarding utilities.

The City of Colorado Springs Standard Specifications and General Provisions indicated on the RFP for this project are included by reference. The above document may be reviewed or purchased at the City Administration Building, Engineering Division, at 30 South Nevada, Suite 403, Colorado Springs, Colorado, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

### Telephone References

- |   |                |
|---|----------------|
| 1. Utility Notification Center of Colorado      | 1-800-922-1987 |
| 2. Colorado Springs Utilities Electric          | (719) 448-4811 |
| 3. Colorado Springs Utilities Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department                           | (719) 385-5908 |
| 5. Colorado Springs Utilities Gas Emergencies   | (719) 520-0100 |
| 6. Cable Television                             | (719) 633-6616 |
| 7. Telephone                                    | 1-800-954-0211 |

### Standard Utility Color Code

- |                |   |        |
|----------------|---|--------|
| 1. Natural Gas | - | Yellow |
| 2. Electric    | - | Red    |
| 3. Water       | - | Blue   |
| 4. Wastewater  | - | Green  |

### Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shut down is in effect.

5. If for any reason when water is restored after the shut down that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and telephone number of an after hours contact in case of emergency.
6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering Specifications and Plans.
8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

#### Pre-excavation Checklist

1. Indicate all gas and other utility lines a set of construction plans.
2. Notify City of Colorado Springs Underground Utility Line Locators at least two business days in advance at the division numbers listed above.
3. Utilities locations should be marked on the ground by City Locators.
4. All employees should be briefed on the marking and the standard utility color codes.
5. Employees should be trained on excavation and safety procedures for natural gas lines.
6. When excavation approaches gas lines, employees should expose lines by careful hand digging and probing.
7. Contact the City Forester for any tree protection requirements that may be included on contract specifications

## **SECTION VI**

### **6.0 SCHEDULES**

Schedule A	Price Proposal
Schedule B	General Construction Terms and Conditions
Schedule C	General Conditions CM/GC Version
Schedule D	Minimum Insurance Requirements

## SCHEDULE A – PRICE PROPOSAL

<b>R23-037MZ CMGC for Fire Station #25</b>	
<b>Preconstruction Services</b>	Lump Sum Fee: \$
<b>Construction Services</b>	% of Established Guaranteed Maximum Price (GMP):
<b>Percent Fee Adjustment</b> for the General Contractor, subcontractors, and suppliers on changes to the scope of work after establishing the GMP	%:

**Company Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS**

### **GENERAL CONSTRUCTION TERMS AND CONDITIONS**

#### **SECTION 100      DEFINITIONS AND TERMS**

Titles used in these specifications having a masculine gender, such as “workmen” and the pronouns “he” or “his”, are for the sake of brevity and are intended to refer to persons of any gender.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that something “shall” be done, the action is required and is not discretionary.

Calendar Day	Each and every day shown on the calendar, beginning and ending at midnight.
--------------	---

Change Order	A written order issued to the Contractor by the City covering contingencies, extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the only method authorized for changing the Contract.
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City	The City of Colorado Springs, Colorado.
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Contract Documents	Contract Documents include the Request for Proposal, Instructions to Offerors, Proposal, Amendments, the signed Contract, surety bonds, insurance documents, all terms, conditions, and provisions, and the Specifications, including all modifications thereof incorporated in any of the documents before execution of the agreement.
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Contract	The executed written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment. The Contract includes the Contract Documents, Notice to Proceed, and executed Change Orders, all of which constitute one instrument.
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Contractor	The person, persons, firm, or corporation to whom a Contract is awarded by the City and who is subject to the terms of said Contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said Contract.
Engineer	An engineer of the City of Colorado Springs.
Notice	Any written notice served pursuant to the terms of the Contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:  The Project Manager assigned to the Contract, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.  Notice to the Contractor will be to the Authorized Representative of the Contractor at the site of the Project in person; or by registered mail to the Contractor's principal place of business as indicated in the Contractor's proposal certifications; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.
Plans	The drawings, or reproductions, provided by the City that show the location, character, dimensions, and details of the work to be done.
Project Manager	An individual representing the City responsible for managing and oversight of the Contract. .
Project	The entire improvement outlined in the Scope of Services which is to be constructed in whole or in part pursuant to the Contract.
Subcontractor	A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.
Surety	The person, firm, or corporation that has executed as surety the Contractor's Proposal, Performance, Payment and Maintenance Bonds.
Work	Work performed under the Contract.

Working Days

Days of the week, not including weekends and City holidays, unless otherwise stated.

## **SECTION 101      CONTRACT DOCUMENT INTERPRETATION**

### **101.00      INTENT OF CONTRACT DOCUMENTS**

The sections of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in the Contract.

Any work shown on the Plans and not covered in the specifications, or included in the Specifications and not shown on the Plans, shall be executed by the Contractor as though shown both on the Plans and included in the Specifications.

If the Contractor, in the course of the work, finds any discrepancy between the Plans and the physical layout, or any errors or omissions in Plans or layout, he shall immediately so inform the Project Manager and the Project Manager will promptly verify them. Any work done after such discovery without written consent of the Project Manager authorizing the same shall be done at the Contractor's risk and sole expense.

Any incidental and/or appurtenant items not specifically called for in the Plans and Specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Project Manager, shall be included as a part of the Contractor's proposal price and furnished at no additional cost to the City.

In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

### **101.01      SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS**

Special Provisions or Special Specifications may be written to expand upon, modify or cancel these general provisions or the standard specifications.

## **101.02        STANDARD MANUFACTURER**

Wherever the terms "standard", "recognized" or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for submission of proposals, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for submission of proposals shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

## **101.03        "OR EQUAL" CLAUSE**

Whenever in any section of the Contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal" if not inserted, shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency, subject to review and approval by the Project Manager. The Project Manager may require that proposed equals be submitted for review and approval.

## **SECTION 102        COMPLIANCE WITH LAWS**

### **102.00        PUBLIC IMPROVEMENT ASSESSMENT**

If the cost of the improvement to be constructed under the Contract is to be assessed upon the owners of land benefited by such improvement, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the City Council may consider the complaint and make such order in the premises as shall be just to ensure compliance with the Contract.

### **102.01        ALL LEGAL PROVISIONS INCLUDED**

It is the intention and agreement of the parties to this Contract that all legal provisions of law required to be inserted, shall be and are inserted. However, if by mistake or otherwise, some such provision is not inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party.

## **102.02        LICENSES AND PERMITS**

It shall be the responsibility of the Contractor to obtain, at its expense, all necessary licenses and permits to do the Project, in accordance with applicable Federal, State and local laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

## **SECTION 103        AWARD AND EXECUTION OF CONTRACT**

### **103.00        CONTRACT EXECUTED**

A single original Contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds may be executed and maintained in the official Contract file located in the City Contracts office. The original copy of the Contract maintained in the City Procurement Services file shall take precedence for purposes of interpretation or determining what the Contract says. After all required signatures are obtained; photocopy counterparts (copies) will be made and distributed to the following, as applicable:

- (a) Contractor
- (b) Project Manager
- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The Contractor shall provide compensation insurance and public liability and property damage insurance as outlined in the Contract. The costs of executing the bonds, Contract, and insurance, including all notaries' fees and expense, are to be paid by the Contractor to whom the Contract is awarded. Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms are included in the Exhibits Section of the Request for Proposal, if applicable.

### **103.01        VERBAL AGREEMENTS**

No verbal agreements or conversations with any agent or employee of the City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

### **103.02        CONTRACT SECURITY**

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not

less than the full amount of the Contract price as security for the faithful performance of the Contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the Contract a surety on the Contractor's bond or bonds becomes irresponsible, as determined in the City's sole and absolute discretion, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original Contract amount and any increases thereto.

### **103.03           INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the Project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete Project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **SECTION 104           THE CONTRACT: FOLLOWING EXECUTION**

### **104.00           MATERIALS**

Unless otherwise stipulated in the Contract, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

## **104.01 SCHEDULE**

In the event of contradictions or inconsistencies, this clause shall take precedence over any language relevant to scheduling included anywhere else in this Contract.

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a detailed Project schedule ("Project Schedule") that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Project Schedule shall include all activities, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the Contract Documents. Days scheduled as no work days shall be indicated. The Project Schedule shall consist of a Methods Statement as defined in subsection (a) below and a progress schedule consisting of (1) a Critical Path Method ("CPM") schedule as defined in subsection (b) below, or (2) a Bar Chart schedule as defined in subsection (c) below. A CPM Schedule shall be required if the Contract exceeds \$250,000 or if the construction period exceeds 150 Calendar Days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera's Suretrak Project Manager software (or other software designated by the Project Manager), or be capable of being read and manipulated by Suretrak Project Manager software (or other software designated by the Project Manager). The Project Schedule shall show all work completed within the Contract Period of Performance. The City reserves the right to approve or disapprove any proposed schedule. If disapproved, the Contractor must make requested changes and resubmit the schedule for approval within five working days of the disapproval by the City.

After award, the Contractor shall submit two copies of all required schedule information as described below. Schedules, schedule updates, diagrams and reports using CPM shall also be submitted electronically in the appropriate software format. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart or CPM 90-day schedule shall be submitted at least 14 Calendar Days prior to the start of the work. The Project Manager's review will not exceed five working days. Work shall not begin until the Project Schedule is accepted in writing, unless otherwise approved by the Project Manager.

- (a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a

controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor's schedule. The following format is required:

1. Feature: Name of the feature;
2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;
4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
  - (a) number of work days per week
  - (b) number of shifts per day
  - (c) number of hours per shift

At the Project Manager's request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the Job Progress Narrative Report or Schedule Update, whichever is earlier.

- (b) Critical Path Method. CPM is a scheduling method which shows the interdependencies between work activities. The critical path is that path through the schedule which, if delayed, will cause a delay to project completion.

The progress schedule shall include as a minimum the prominent features of this Project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the Project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the Project has

specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 Calendar Days unless approved by the Project Manager. Series of activities that have aggregate durations of five Calendar Days or less may be grouped in a single activity. For example, “form, reinforce, and pour pier” could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least one Calendar Day duration may also need to be included in the Project Schedule as determined by the Project Manager (e.g. same activities but noted separately by location).

**Time Scaled Logic Diagram:** This diagram shall show the logical progression of all activities required to complete the work defined in the Contract Documents. Activity information shall include activity ID, description, duration, early start and finish dates, late start and finish dates, total float, and responsibility.

1. **90-Day Schedule.** The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. **Project Schedule,** as described above.

The Project Schedule shall cover the entire Period of Performance.

3. **Schedule Updates.** The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day projection for all work started, completed, or in progress during this three month window.

The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved.

Each of the diagrams, charts, and reports shall comply with the requirements for the Project Schedule above, except that they shall also include the actual completion dates and percentages of completion for the appropriate activities.

(c) **Bar Chart.** The Bar Chart shall be time scaled and shall show the following:

1. The prominent features, as listed in the Contract Documents.



2. Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.
3. The number of days required to complete each feature and its relationship in time to other features.
4. Sufficient space for each feature to permit two additional plots parallel to the original time span plot.
5. The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.
6. Critical completion dates for any activity within any feature that could affect timely completion of the project.
7. Connecting lines between features that show the intended progression of activities.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved. The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete.

- (d) Project Coordination. The Contractor shall coordinate and schedule its work to include anticipated utility work. Various City and private utility entities may be working to install and/or inspect their utilities within the Project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the Contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:

1. City of Colorado Springs City Engineering Division
2. City of Colorado Springs Traffic Engineering Division
3. Colorado Springs Utilities (water, wastewater, gas, electric)
4. City of Colorado Springs Parks, Recreation and Cultural Services Department
5. Private Utility and Telecommunication Companies

(e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:

1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
2. The City agrees to such change(s) in writing.
3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
4. There is no increase to Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all Project Schedule updates. It shall detail the description of job progress, problem areas, current and anticipated delaying factors and their anticipated effects, impacts to job milestones or Project completion, any corrective action proposed or taken, and any minor revisions to the Project Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or Project completion, a revised Project Schedule shall also be submitted as specified below.

Revision of the Project Schedule may be required, as determined by the Project Manager, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by Contract modification; delays in milestones or the completion of the Project; or for prosecution of work that revises the phasing or staging which is represented on the plans or on the progress schedule. If in the opinion of the Project Manager, the Contractor falls behind the approved Project Schedule, the Contractor shall take steps necessary to improve Project progress, including those steps that may be required by the Project Manager, without additional costs to the City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned and to submit such changes and revisions to the Project Schedule to the Project Manager for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Manager under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the Contract as required.

If it is determined that a revision to the Project Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of Contractor receiving written notification of the requirement from the Project Manager. The Project Manager's review of the revised schedule will not exceed 5 working days.

Revisions required as a result of the Project Manager's review shall be submitted within 5 working days. When accepted by the Project Manager in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Manager's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Manager or Contractor. The Project Manager may request additional project scheduling information and documentation as deemed necessary, including reports and other information that may be reasonably generated using CPM software if required by the Contract.

The Contractor shall prosecute the work according to the Project Schedule. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers/surveyors, at any tier, also prosecute the work according to the Project Schedule. The City shall be entitled to rely on the Project Schedule for planning and coordination.

Acceptance of the Contractor's Project Schedule by the Project Manager is not to be construed as relieving the Contractor of obligation to complete the Contract work within the Contract time allowed for the portion of the work or the entire Contract, or granting, rejecting or in any other way acting on the Contractor's request for extension of Contract time, or claims for additional compensation.

All costs relating to preparation, submittal, and acceptance of the Project Schedule, reports and revisions, and all requirements of this subsection will not be paid for separately, but shall be included in the work.

Failure of the Contractor to comply with the requirements of this subsection may be grounds for a determination by the Project Manager that no further progress payments are to be made until the Contractor is in full compliance.

## **104.02 SCHEDULE OF VALUES**

Promptly following the execution of the Contract Documents for all Firm Fixed Price, lump sum Contracts, the Contractor shall prepare and transmit to the Project Manager two copies of an itemized Project cost breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the Contract price for the Project. This breakdown, once approved by the Project Manager, will be used primarily in determining payment due the Contractor as provided herein. If, in the opinion of the Project Manager, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For Contracts executed on a fixed unit price basis, payment shall be made based on the actual number of units installed or performed that are complete, however, payment shall not exceed the total Contract amount unless previously approved by Change Order.

#### **104.03        SURVEYS**

Unless otherwise specified in the Contract Documents, the City will furnish all site surveys, easements, pipeline licenses, etc., necessary to authorize construction of any permanent works required in the Contract, where such work is to be done on property other than the City's.

The Project limits of construction shall be within the public right-of-way and/or City easements. The Contractor shall not trespass on premises outside of the limits of construction for this Project, unless permission to do so is granted by the property owner in writing. Copies of any such grant shall be furnished to the City prior to the performance of any work outside the limits of construction.

#### **104.04        SUBCONTRACTS**

The Contractor will be permitted to subcontract a portion of the Contract; however, the Contractor shall perform work amounting to 30 percent or more of the original total cost of proposal items. Any items designated in the Contract as "specialty items" may be performed by subcontractor. The cost of "specialty items" so performed by subcontractor may be deducted from the original total cost of proposal items before computing the amount of work required to be performed by the Contractor.

The calculation of the percentage of subcontracted work shall be based on the Contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial Contract item will be verified by the Project Manager. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the Contract or subcontract. However, when a firm both sells material to a Contractor and performs the work of incorporating the materials into the Project, these two phases shall be considered in combination and as constituting a single subcontract.

The Contractor shall as soon as practical after signing the Contract notify the Project Manager in writing, giving the names and qualifications, of all subcontractors proposed to do work on the Project within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the federal government, State government, or the City of Colorado Springs. The Contractor shall notify the Project Manager of each subcontract he awards, giving:

- (a) Name, address, and telephone number of the subcontractor

(b) Branch of work covered

(c) Total price of subcontract

(d) Date of subcontract

It shall be the responsibility of the Contractor to file with the Project Manager copies of applicable permits and licenses required to do the subcontracted work. Subcontracts or transfer of Contract obligations shall not release the Contractor of liability under the Contract and bonds.

#### **104.05        OTHER CONTRACTS**

The City may undertake or award other Contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other Contractors and with City employees and shall carefully adapt their scheduling and performance of the work to accommodate the additional work, heeding any direction that may be directed by the Project Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

### **SECTION 105        CONSTRUCTION SITE**

#### **105.00        LANDS TO BE USED FOR WORK**

The Contractor shall confine the work activities to the area shown in the construction drawings. The Project Manager will furnish the Contractor with copies of all executed right of way (ROW) and easement documents for the Project. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this Project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall indemnify and hold the City harmless from any claims or losses from damage or disruption of private property.

Contractor shall provide, at its expense and without liability to the City, any additional land and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and will not result in additional cost to the City. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Project Manager with a copy of the written permission. The Contractor shall indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

#### **105.01 STORAGE OF MATERIALS**

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of Contractor's workmen to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the Project site with materials or equipment not necessary for the Project.

#### **105.02 LOADING OF STRUCTURES**

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety. The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

#### **105.03 SANITARY PROVISIONS**

The Contractor shall provide and maintain on the construction site at all times suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. All toilet facilities shall be subject to the approval of the El Paso County Public Health Department. All portable toilet facilities for this Project shall be kept on City or State right-of-way as directed by the Project Manager.

#### **105.04 ACCIDENT PREVENTION**

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City an acceptable, comprehensive Safety Plan for review prior to commencement of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- a.) All persons on or about the Site or who may be affected by the Work;
- b.) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- c.) Other property at the site or adjacent thereto, including buildings, real property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Work.

Notwithstanding the foregoing, the City reserves the right to direct the Contractor to stop work and correct an unsafe condition at any time that any person present at the job site identifies any unsafe condition or action. For this purpose only, any person at the job site is authorized to act on behalf of the City, but such intermittent delay shall not be grounds for an increase in the Contract price or schedule.

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and any other codes relating to the public safety, shall be strictly observed, and the Contractor shall, at all times, whether or not so specifically directed by the Project Manager, take the necessary precautions to ensure the protection of the public.

Piling, sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of a trench which may be detrimental to human safety, traffic flow, a pipe being placed, trees, or to any existing structure.

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of a trench unless the trench is adequately braced.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety.

The Contractor shall designate a qualified and experienced safety representative at the Work site(s) whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety plans and programs.

#### **105.05        PROTECTION OF THE PUBLIC WORKS AND PROPERTY**

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this Contract.

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising in connection with this Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

The Contractor shall be responsible for the restoration of all existing surface or subsurface improvements damaged as a result of construction at no additional cost to the City.

#### **105.06 PUBLIC ROADS**

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

All work done within the public right-of-way and/or easements requires a Traffic Control Plan approved by the City Traffic Engineering Division.

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous. Detour routings must first be submitted to the City Traffic Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

All signing and barricading shall conform to the latest editions of the following:

- (a) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD)
- (b) City of Colorado Springs Traffic Signage and Markings Manual
- (c) City of Colorado Springs Construction Traffic Control Manual

The City Traffic Engineer may require flag persons or off-duty police officers for traffic direction.

#### **105.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS**

The Contractor shall exercise care in protecting existing curbs, gutters and driveways. Curbs, gutters and driveways damaged by the Contractor's operations shall be removed and replaced by the Contractor at Contractor's expense.



## **105.08 PROTECTING AND REMOVING PLANTINGS**

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Contractor shall be liable for the costs of any unnecessary damage to plants or trees as determined by the Project Manager. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall at his expense remove the planting. The Contractor shall coordinate with the City Forester prior to working in the vicinity of plantings in the public right of way.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service as provided in City Code Chapter 2, Article 3, Part 3.

## **105.09 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public, and shall conduct the Work to minimize obstruction to traffic and inconvenience to property owners affected by the Work.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Manager and the adjoining property owners in advance of Work in writing. The Contractor shall provide 72 hours written notice in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property.

Suitable access and parking will be maintained at all times. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business or property owner 30 minutes prior to the actual access drive closure.

Relocating of fences and structures shall be coordinated with property owners and shall include miscellaneous items including, but not limited to, utility services, street signs and mailboxes, sod replacement, sprinkler system modifications, control boxes, railroad tie walls, etc. If no such items are specifically included in the Contract, these items will be considered incidental to the work and are to be included in the unit prices. The Contractor shall coordinate the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer.

#### **105.10      FAILURE TO MAINTAIN SAFE SITE**

If the City becomes aware of failure to comply with applicable safety regulations, the Project Manager may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Project Manager shall give written notification to the Contractor directing it to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Project Manager may issue a Stop Work order in accordance with this Contract, and work shall only be resumed after adequate corrective actions have been taken to correct the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be considered a changed condition or changes in work, nor reason for extension of completion time.

In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safeguards, and signals, or by reason of any act or omission of the Contractor, or Contractor's subcontractors, agents, or employees, during the performance of this Contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City's payment or failure to pay any sum shall not be considered a waiver of its right to indemnity under the this Contract.

#### **105.11      EROSION AND DRAINAGE CONTROL**

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work per the latest revision of the City of Colorado Springs Drainage Criteria Manual, Volume II. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. Contractor shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the Project exceed one acre, a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition of the affected area should be obtained from the Colorado Department of Public Health and Environment (CDPHE).

## **105.12 POLLUTION**

The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances. The Contractor shall at all times have the proper sprinkling equipment available and shall apply water in the amount determined by each site condition or as directed by the Project Manager. The Contractor shall obtain all necessary permits at Contractor's expense, which may include, but not be limited to, El Paso County or a State Air Emission permit, State of Colorado Construction Activity permit, State of Colorado Dewatering permit and Section 404 Corp of Engineers permit, unless otherwise specified in the RFP.

## **105.13 TEMPORARY CONSTRUCTION**

All temporary facilities, including the Contractor's field office which it may maintain at the site, and additional offices erected by subcontractors, shall be neatly constructed and arranged on the site in an orderly manner. The Contractor shall prepare and submit to the Project Manager, for approval prior to starting work, a construction plan layout, showing arrangement of storage areas, temporary buildings, equipment, and work areas. The Contractor shall provide suitable weather-tight storage sheds of capacity required to contain all materials which might be damaged by storage in the open. The Contractor shall at all times keep copies of all Contract Documents readily accessible at its office at the site.

## **105.14 TEMPORARY WATER SUPPLY**

The Contractor shall provide, at Contractor's own expense, temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with Colorado Springs Utilities for temporary connections and payment of service charges. Upon completion of the Contract work, all temporary waterlines shall be removed. The City will devise a method and plan to monitor and enforce the proper use of temporary water. The City will inspect for compliance.

## **105.15 TEMPORARY ELECTRICITY**

The Contractor shall arrange with the Colorado Springs Utilities for temporary electricity necessary for the prosecution of the work. The Contractor shall pay for all electric current consumed, and shall permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering.

## **105.16 TEMPORARY HEAT**

The Contractor shall provide adequate, temporary heat required during construction. Until the building or work area is enclosed, heavy tarpaulin shall be

used to enclose any space requiring heating or protection from weather during construction operations. After the heating plant is in operating condition and the building is enclosed, heat may be provided from the permanent heating plant if such is approved by the Project Manager. In such case, the Contractor shall arrange to operate the plant, connect permanent or temporary radiation or unit heaters, and so maintain the plant during operation that it will be turned over to the City undamaged at the completion of the work. The Contractor shall provide all fuel required. In no case shall salamander heating be used in finished or plastered surfaces; instead, gas-steam radiators, unit heaters, or other suitable and approved means shall be used if the permanent heating plant is not available. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

#### **105.17      TEMPORARY ENCLOSURES**

The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

#### **105.18      CLEAN-UP**

The Contractor shall at all times keep the work area including storage and staging areas, free from accumulations of waste materials. The Contractor is also responsible for any costs associated with cleanup of debris from the work site or storage areas that may inadvertently be scattered outside the area by weather or vandalism. Upon completion of the work, the Contractor shall leave the work area in a clean neat and orderly condition satisfactory to the Project Manager.

### **SECTION 106      ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS**

#### **106.00      ROYALTIES AND PATENTS**

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof except that the City may be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

## **SECTION 107        WORK PROVISIONS AND RULES**

### **107.00        COMMENCEMENT AND COMPLETION OF WORK**

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference ("Preconstruction Conference") shall be held for review of the construction schedule, Contractor's written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of Calendar Days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days are Calendar Days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Project Manager. All requests for extension of time by the Contractor shall be made in writing to the Project Manager and shall set forth the reasons for such requests. The Project Manager may fix the period of extension, if any. In addition, the Project Manager may grant a period of extension upon an execution of a Change Order. Any Project Manager's decision on extensions of time shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the Contract shall require work or materials in greater amounts or quantities other than those set forth in the Contract, then the Contract time may be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

#### **107.01            FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES**

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the Contract within the specified time limit set forth in the Contract, including any extensions granted hereto, the Contractor may be subject to a stop work order, as provided in this Contract. In addition, the Contractor shall pay to the City for each Calendar Day of delay until such time the Contract is complete, liquidated damages at the applicable daily rate below. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of construction engineering and Contract administration services and in no case are considered a penalty.

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00
\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

#### **107.02            WORK IN BAD WEATHER**

No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Project Manager.

The granting of a time extension for inclement weather does not imply or guarantee that additional compensation for incidental and appurtenant work caused by such weather will be approved or authorized by the Project Manager. Weather delays that can be reasonably anticipated shall not result in increased cost to the City. The Project Manager will be the sole judge as to the reasonableness of delays for inclement weather.

#### **107.03            EXCUSABLE DELAYS**

The Contractor's right to proceed will not be terminated, and the Contractor will not be charged with damages, for delays in completing the work that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (a) Acts of God or of the public enemy,
- (b) Acts of the government in either its sovereign or Contractual capacity,

- (c) Acts of another contractor in the performance of a contract with the government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes of employees other than Contractor's employees,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

#### **107.04        COMPENSATION FOR COMPENSABLE DELAYS**

If the Project Manager determines that a delay is compensable in accordance with the Contract, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
  - 1. Actual, reasonable wages and benefits, including FICA, paid for additional non-salaried labor;
  - 2. Reasonable and actual costs for additional bond, insurance and tax;
  - 3. Increased, reasonable, and actual costs for materials;
  - 4. Reasonable equipment costs calculated in accordance with the current edition of the Rental Rate Blue Book of Rental Rates for Construction Equipment for Contractor-owned equipment and based on invoice costs for rented equipment;
  - 5. Reasonable and actual costs of extended job site overhead;
  - 6. Reasonable subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)

7. An additional 10 percent will be added to the total of items (1), (2), (3), (4), (5), and (6) as compensation for items for which no specific allowance is provided, including profit, overhead, and general and administrative expenses.
- (b) In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:
1. Profit in excess of that provided in (a) above;
  2. Loss of profit;
  3. Additional cost of labor inefficiencies in excess of that provided in (a) above;
  4. Home office or other overhead or general and administrative expenses in excess of that provided in (a) above;
  5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
  6. Indirect costs or expenses of any nature in excess of that provided in (a) above;
  7. Attorney's fees, claim preparation fees, and expert fees.

All costs claimed must be documented and accompanied by a written certification from the Contractor.

#### **107.05        EMERGENCY WORK**

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Project Manager, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Project Manager. Any reasonable compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement or in accordance with the Changes provision of this Contract.

#### **107.06        VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR**

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. If a Value Engineering Change Proposal (VECP) Proposals shall be submitted only after contract award. If a VECP is rejected, the



work shall be completed in accordance with the Contract at the Contract price. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to a VECP.

The Contractor may submit either a full VECP or a preliminary Conceptual VECP, followed by a full proposal. The City Engineer will provide timely review of all VECPs and advise the Contractor whether the VECP is complete or incomplete. When the VECP is complete, the Project Manager will advise the Contractor of either the approval of the VECP or the reasons for rejection of the VECP.

Cost savings generated to the Contract as a result of VECPs offered by the Contractor and accepted by the Project Manager shall be shared equally between the Contractor and the City.

If the Project Manager determines that the time for response indicated in the submittal under item (c)5 below is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Project Manager for review and the effect on the Contractor's schedule caused by the added time, the Project Manager will evaluate the need for a non-compensable time adjustment to the Contract.

(a) VECPs that will be considered are those that would produce savings to the City or provide improved Project quality without impairing essential functions and characteristics of the Project. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

(b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated conceptual proposal for preliminary evaluation. The Project Manager will evaluate the information provided and advise the Contractor if any conditions or parameters of the conceptual proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to approval of the full VECP. The following information shall be submitted for each conceptual proposal.

1. A statement that the proposal is submitted as a conceptual VECP.
2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
  4. An estimate of the anticipated cost savings or increase.
  5. A statement specifying:
    - a. when a response to the conceptual proposal from the City is required to avoid delays to the existing contract prosecution,
    - b. the amount of time necessary to develop the full Proposal,
    - c. the date by which a Change Order must be executed to obtain maximum benefit from the VECP, and
    - d. the VECP's impact on time for completing the Contract.
- (c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each VECP.
1. A statement that the proposal is submitted as a VECP.
  2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
  3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.
  4. A complete analysis indicating the final estimated costs and quantities to be replaced by the VECP compared to the new costs and quantities generated by the VECP. All costs and proposed unit prices shall be documented by the Contractor.
  5. A statement specifying the date by which a Change Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
  6. A statement detailing the effect the VECP will have on the time for completing the Contract.

7. A description of any previous use or testing of the proposed changes and the conditions and results. If the VECP was previously submitted on another City project, the VECP shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the VECP. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the City is required to avoid delays to the prosecution of the Contract.

(d) *Evaluation.* VECPs will be evaluated in accordance with the following:

1. The Project Manager will determine if a VECP qualifies for consideration and evaluation. The Project Manager may reject any VECP that requires excessive time or costs for review, evaluation, or investigations. The Project Manager may reject proposals that are not consistent with the City's design policies and criteria for the Project.
2. VECPs, whether or not approved by the City, apply only to this Contract and become the property of the City. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted VECP or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
3. If the City is able to demonstrate that it is already considering certain revisions to the Contract, prior to receipt of the VECP, or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Project Manager will reject the VECP and may proceed to implement these changes without obligation to the Contractor.
4. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
5. VECP will be rejected if equivalent options are already provided in the Contract.

6. VECP that only reduce or eliminate Contract pay items will be rejected.
  7. The savings generated by the VECP must be sufficient to warrant a review and processing, as determined by the Project Manager.
  8. A VECP changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
  9. Additional information needed to evaluate VECPs shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the VECP. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
  2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
  3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
  4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

#### **107.07      AUTHORITY OF THE PROJECT MANAGER**

The Project Manager will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work, all interpretation of the plans and specifications, and the acceptable fulfillment of the Contract. The Project Manager will perform technical inspection

of the work and shall have authority to reject all work and materials which do not conform to the Contract.

The Project Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Manager may order the Contractor, by giving ten (10) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of up to (10) ten Calendar Days at no additional cost to the City. The Project Manager may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

The Project Manager will, within a reasonable time after their presentation to the Project Manager, make decisions in writing on all claims submitted to the City by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Manager's decisions shall be final.

#### **107.08 DUTIES OF THE INSPECTOR**

Inspectors employed by the City are authorized to inspect all work done and materials furnished. Any such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to alter or waive the provisions of the Contract. An inspector is not authorized to issue instructions contrary to the provisions of the Contract or to act as foreman for the Contractor.

#### **107.09 CONSTRUCTION OBSERVATION AND INSPECTION**

The Project Manager shall at all times have access to the work, and the Contractor shall provide proper equipment, materials and labor as required for such access and inspection.

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. The Project Manager shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises and replaced without charge to the City. If the Contractor does not correct such rejected work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Project Manager at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to

be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual, reasonable cost of labor and material necessarily involved in the examination and replacement, plus ten (10) percent, will be allowed the Contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Project Manager.

If the Project Manager points out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the Contract provisions, such neglect or disregard shall be remedied and further defective work be discontinued immediately.

The Contractor shall execute the work only in the presence of the Project Manager or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Project Manager or authorized representative shall in no way relieve the Contractor of any responsibility under this Contract.

The observation of the work by the Project Manager is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the Contract provisions. Such observation, however, shall not relieve the Contractor from any of Contractor's Contract obligations.

#### **107.10 CONTRACTOR COOPERATION**

All work under this Contract shall be performed in a skillful and professional manner. The Project Manager shall have the authority to order the Contractor to remove from the work site any employee the Project Manager deems incompetent, careless, or otherwise objectionable to the general public or the City by notify the Contractor of such order in writing.

- (a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

#### **107.11 CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the work is accepted by the Project Manager as evidenced by the issuance of the Certificate of Completion, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any

part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, and other property, along and adjacent to the improvements and shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property will be restored by the Contractor and at Contractor's expense to a condition similar, or equal to that existing before such damage or injury to the satisfaction of the City's Project Manager.

It shall be the responsibility of the Contractor, when moving or operating equipment, to make all arrangements for temporary crossings of telephone, transmission, pipe lines, railroad tracks, and irrigation ditches. This work shall not be paid for as a separate item but shall be considered as incidental to the project.

#### **107.12        PROTECTION OF UTILITIES**

The Contractor's attention is directed to the fact that utilities may encroach on the construction of this Project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telecommunications, cablevision, traffic signal lines, power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities.

The City does not warrant any survey work or location of utilities or other underground apparatuses whether performed by the City, its agent, or an independent contractor. Contractor understands and agrees any survey or location work performed by the City, its agent, or other independent contractor is provided for guidance purposes only, so as to show the approximate location of underground utilities or apparatuses. Contractor understands the existence or exact location of underground utilities or apparatuses may not be known to the City or the design engineer of record. Contractor, therefore, agrees that it shall verify the existence and location of any underground utilities or apparatus along the route of work. Verification shall be done by potholing or using other methods which will detect the exact depth, dimensions, and location of any underground utilities or apparatus.

Contractor shall be liable for any damages, loss, or claims of whatsoever kind caused by its failure to pothole or use other methods of identifying the exact depth,

dimensions, and location of any underground utilities or apparatus. Contractor agrees that any claim of any kind whatsoever, damages, loss, lawsuit, demand, or request for equitable adjustment ("Claims"), shall be waived and the City shall be forever released and discharged from such Claims if Contractor fails to comply with its obligations under this section. Contractor agrees that if it fails to maintain all records or other evidence establishing that it potholed or otherwise determined the exact location, depth, and dimensions of all underground utilities and apparatuses, then it shall not be permitted to make any Claim arising from or related to the location of underground utilities or apparatus.

The size and location of all existing utilities as known to the Project Manager have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) working days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. All overtime costs for inspection by Colorado Springs Utilities, or other utilities personnel, shall be the Contractor's expense. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, including Colorado Springs Utilities (if applicable), department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.



All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's own expense, unless otherwise specified in the Contract documents. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

The costs of damages due to the Contractor's operation shall not be allowable under this Contract and shall result in no additional cost to the City. The cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be considered as included in the original Contract price for the project and shall result in no additional cost to the City.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this Contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. Any such work would be added via change order, and the cost of this work will be borne by Colorado Springs Utilities, the utility company's involved, or other means arranged by the City.

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities or other provider is to be notified prior to any excavation around gas lines. A Colorado Springs Utilities. or other applicable provider. inspector is to be notified and present on site prior to construction activities around gas lines.
2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities

Wastewater Standard Specifications. Minimum 48 hours' notice must be given to Colorado Springs Utilities prior to any related work.

3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to Colorado Springs Utilities. The Contractor shall contact Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.
4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Water Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to Colorado Springs Utilities prior to any related work. Colorado Springs Utilities reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

(b) Utility Support Systems:

1. If required by the Contract documents, or requested by the Project Manager, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop drawings must bear the seal of a Professional Project Manager registered in the State of Colorado, unless so waived by the City.
2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.

(c) Electric Utility Installation:

1. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.
2. Light Pole Installation or Relocation:
  - a. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with

Colorado Springs Utilities for the de-energizing and removal of existing light poles.

- b. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with Colorado Springs Utilities for the relocation of existing Gas lines. Colorado Springs Utilities will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews.
- (e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.
- (f) Cablevision: The television utilities are to be relocated by the cable provider. The Contractor shall coordinate the work with any affected cable provider.

#### **107.13 FEDERAL FUNDS**

If this Contract is a federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms shall apply. Additionally, during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this Contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government Contracts or Federally assisted construction Contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

8. The Contractor shall include the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

#### **107.14 SUPERINTENDENCE**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Manager and with other contractors or Colorado Springs Utilities employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Project Manager or the Project Manager's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Project Manager with a list of phone numbers at which the Contractor and its superintendent and foreman can be reached at any time. The assigned superintendent must adhere to the cooperation requirements specified in this Contract and is subject to removal if so ordered in writing by the Project Manager.

#### **107.15 PREPARATION**

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Project Manager, and where necessary from the area immediately adjacent thereto. Such debris shall be hauled from the site of the construction and wasted as directed by the Project Manager.

#### **107.16 STAKING WORK**

The Project Manager may provide reference points (horizontal and vertical control) only, unless otherwise noted in the proposal and project specifications. The

Contractor shall engage the services of a licensed surveyor or surveying firm (hereinafter referred to as the Surveyor) to be approved by the Project Manager. The Surveyor shall perform all detailed construction layout and staking including the staking of all storm sewer, street improvements, and utility relocations in accordance with the plans and specifications. The Contractor shall be responsible for the correctness and accuracy of the detailed layout of finished structures.

Any instrument man or survey assistant employed on the work by the Contractor or his subcontractors, who are judged by the Project Manager to be incompetent, shall be removed from the work and replaced by a competent individual.

#### **107.17        DEVIATION ALLOWED**

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expediciencies of construction, in all cases, must be determined by the Project Manager and authorized in writing. If the Project Manager deems it inexpedient to correct work injured or done in an unauthorized manner, an equitable deduction from the Contract price of the work done shall be made by the Project Manager subject to approval of the City Procurement Services Manager.

#### **107.18        RIGHT-OF-WAY**

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy any portion of the land furnished by the City. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

#### **107.19        SHOP DRAWINGS AND SUBMITTALS**

The Contractor shall submit to the Project Manager all shop drawings and submittals required for the work, including those pertaining to structural and reinforcing steel within fifteen (15) Calendar Days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Project Manager and resubmit the same without delay.

Three final copies of all shop drawings (if applicable), submittals (if applicable) and schedules shall be submitted to the Project Manager, who after checking will retain

two copies and return one copy to the Contractor. The Project Manager's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Project Manager. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operations will result.

## **107.20 RECORD DRAWINGS**

The Contractor shall maintain an up-to-date set of Contract drawings and Contract records, legibly marked; depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Project Manager upon completion of the Project.

### **(a) Drawings:**

1. Depths of various elements of foundation in relation to finish floor datum.
2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
4. Field changes of dimensions and detail.
5. Changes made by Change Order.
6. Details not on original Contract drawings.

### **(b) Specifications and Addenda:**

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.

## **107.21 MATERIALS**

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Project Manager for the Project Manager's approval, the name

of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

#### **107.22 MATERIAL INSPECTION AT PLANT**

If the Project Manager inspects the materials at the source, the following conditions shall be met:

- (a) The Project Manager shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Project Manager shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.
- (c) Adequate safety measures shall be provided and maintained.

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the Project or after incorporation into the work that do not meet the requirements of the Contract will be rejected and replaced at no additional cost to the City.

#### **107.23 HANDLING MATERIALS**

All materials shall be handled so their quality and fitness for the work is preserved. Aggregates shall be transported to the work in vehicles constructed to prevent loss or segregation of materials.

#### **107.24 CITY FURNISHED MATERIALS**

Material furnished by the City will be made available to the Contractor at the points specified in the Contract.

The cost of handling and placing materials after they are made available to the Contractor shall be considered as included in the Contract price for the item, and shall result in no additional cost to the City.



The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

Demurrage charges resulting from the Contractor's failure to accept the material at the designated time and point of delivery will be deducted from monies due the Contractor.

#### **107.25 BUY AMERICA REQUIREMENTS**

All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the Project, does not exceed one-tenth of one percent of the total Contract cost or \$2,500, whichever is greater.

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the Project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the Project delivered cost of all foreign steel or iron permanently incorporated into the Project.

#### **107.26 TESTING OF MATERIALS**

Tests and Inspections. The City will employ and pay for the services of an approved testing laboratory to perform specified services for the field testing of:

- (a) Soil Compaction Control
- (b) Cast-in-Place Concrete
- (c) Asphalt Concrete Pavement

The Contractor shall perform, or arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the Contract documents. The Contractor shall pay for all testing laboratory services in connection with tests verifying conformance of proposed materials and installation

with project requirements including, but not limited to, mix designs, riprap, gradation tests for embedment, fill and backfill materials. The City shall pay for testing laboratory services in connection with tests on materials after incorporation into the project, unless retesting of materials is necessary because of the failure of the materials to meet the Project requirements. The Contractor shall obtain the City's written acceptance of the testing laboratory before having services performed.

(a) Requirements for Independent Testing Consultants.

1. Consultants shall comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
2. The Contractor shall submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data, including certificate of calibration of applicable testing equipment made by an accredited calibrated agency no more than twelve (12) months prior to submittal date.

(b) Test Reports

1. Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying Project, date of test, location in Project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.

(c) Contractor Responsibilities

1. Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.

(d) Reliance on Technical Data

Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:

1. the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### **107.27 UNANTICIPATED CIRCUMSTANCES**

Contractor understands that this is a firm fixed price contract and so long as there are no changes in the scope of work or unanticipated circumstances as provided in subsection A-C below, Contractor must deliver the project for the agreed price. The parties agree that not every circumstance can be anticipated or known at the time this Contract was executed. Compensation for unanticipated circumstances, limited to subsections A –C, shall, at the City's sole discretion, be provided by the following method(s): (1) Unit prices previously approved; (2) allowing additional compensation on a time and materials method, not to exceed an agreed-to amount; (3) an agreed lump sum; and/or (4) the actual cost of:

- (a) labor (including foreman and additional supervision, if necessary);
- (b) materials necessary for incorporation into the Project;
- (c) rental cost of construction plant and equipment used for work;
- (d) Power and fuel required for operation of power equipment necessary to perform work;
- (e) Contractor shall provide to the City physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the City shall be released and forever discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the City's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added

to such costs as compensation for the cost of management, insurance, benefits, bond, profit, and any other expenses.

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms "detail" or "particularity" mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as "other matters" or "other costs" shall not be permitted and are not subject to any compensation method whatsoever.

A. Differing Site Conditions or Changed Conditions: A differing site condition or changed condition means subsurface, latent, or unknown physical site conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

Contractor understands the City must be permitted the opportunity to timely investigate all differing site/changed condition matters; document conditions as they existed on the site at the time; take measurements, photographs, witness statements and the like; negotiate a compromise resolution with the Contractor and/or subcontractors; and avoid the cost, expense and delay of formal litigation.

Upon discovering a differing site condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five days of discovering the condition, the Contractor shall provide written notice to the Project Manager of the condition. The written notice shall describe the condition with particularity; provide the precise material difference of the condition from the Contract, design plans, and/or other Contract Documents; describe, in detail, how the condition is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor waives and forever releases and discharges the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by disturbing the condition before notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any

claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such condition materially differs from that indicated in the Contract Documents and whether it is a condition that would not ordinarily be encountered and generally recognized in the work provided for in the Contract. If the Project Manager determines the condition is a "differing site condition," then a Change Order shall be issued describing the differing site condition and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order. The parties shall also sign a document which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If the Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the dispute section of this Contract and shall follow the dispute resolution process provided therein.

**B. Defective or Deficient Construction Plans or Documents:** A defective or deficient construction plan or document means a material error, mistake, oversight, or omission in the design plans or documents providing the specifications depicting the general and detail features of the work to be performed.

Upon discovering a defect or deficiency, the Contractor shall immediately contact the Project Manager. Within five days of initially advising the Project Manager of the defect or deficiency, the Contractor shall provide written notice to the Project Manager. The written notice shall describe the defect or deficiency with particularity explaining why it is a material defect or deficiency; provide precise detail explaining why the defect or deficiency is not something Contractor should know how to do or why the defect or deficiency is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be

disallowed. Contractor agrees that it shall waive and forever release and discharge the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by failing to immediately notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a "defective or deficient design plan or document" as defined herein. If the Project Manager determines the matter is a "defective or deficient design plan or document," then a Change Order shall be issued describing the defective or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein.

C. Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively "Changed Work").

If the City changes work, then a Change Order shall be issued by the Project Manager. Contractor shall not be required to perform any Changed Work without a Change Order issued by the Project Manager. Such Changed

Work shall be performed under the terms set forth in the original Contract and compensated as agreed in this section of the Contract.

If Contractor disputes any Changed Work or compensation method for such Changed Work requested by the City or set forth in a Change Order, Contractor shall, without delay, perform such work. Within 10 Calendar Days of receiving the Change Order, Contractor shall provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein. Contractor further agrees that any issue not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom. Any matter resolved through the Dispute Resolution process shall be set forth in Form A of this Contract which describes in detail each Changed Work, including the compensation method, which was agreed to and fully resolved. By signing Form A, Contractor agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in Form A.

If Contractor does not dispute any Changed Work or the compensation method for such work, then Contractor shall sign the Change Order and agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order.

Contractor agrees that the Project Manager shall have the authority to make minor changes in the work which do not involve additional costs and are not inconsistent with the purpose and scope of the work.

If the City finds it necessary or advisable, the City may omit, increase, or decrease any items as it may deem necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed 15% of the total monetary value of the original Contract. If material or labor involved in such change is not included in the unit prices of the Contract, but forms an inseparable part of the work to be done under this Contract, and the delay involved in asking for the bids or proposals and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system, or other property belonging to the City, the City may in its discretion declare an emergency and require Contractor to proceed with such alterations and additions. The Contract shall not be required to perform such work or furnish extra materials without a Change Order issued by the Project Manager.

## **107.28 DISPUTE RESOLUTION**

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

A. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:

1. Within 10 days of the City issuing any written or verbal decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, Contractor shall provide written notice to the Project Manager identifying, with specific detail, each disputed matter. Any Unanticipated Circumstance dispute or matter of any kind or nature whatsoever, which Contractor does not identify in detail shall be waived and the City is released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from any matter not explicitly set forth in the written notice and described in detail;
2. Contractor shall provide to the City all evidence of any claim of whatsoever kind, loss, damages, delay cost, or other costs, including, but not limited to payroll reports, daily logs, invoices, accounting file, receipts, email, or other relevant record or document. Any item claimed by Contractor shall be supported by verifiable evidence described herein. If Contractor requires additional time to obtain or compile such evidence, then the Contractor shall have an additional 30 days, but must identify the exact document(s) or other evidence needed, where it is maintained, and explain why it is not available. The City shall not be responsible for any delay or other damage arising from Contractor's request for additional time to obtain documents. Any item unsupported by verifiable evidence shall be waived and Contractor agrees to release and fully discharge the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand related to such unsupported item.
3. Upon receipt of Contractor's written notice, the Project Manager will investigate the disputed matter(s) and issue a written decision, ruling, order,



and/or directive to Contractor. If Contractor does not dispute the Project Manager's decision, ruling, order, or directive, or a compromise has been reached, then Contractor shall sign Form A. If Contractor disputes or disagrees with the Project Manager's Ruling, then within 20 days of receiving the Project Manager's decision, ruling, order, and/or directive, Contractor must file with the City a written request for review to the City Engineer or City's Manager of the Procurement Services Division. The written request for review shall (a) state in detail the exact issue raised to the Project Manager and the issue(s) related to those matters raised to be reviewed by the City Engineer or Procurement Services Manager; (b) provide an analysis, detailing the basis, reason therefor and the how and why Contractor disagrees with the Project Manager's decision, ruling, order, or directive; and (c) attach all evidence supporting Contractor's dispute. If Contractor fails to provide a timely written request for review to the City Engineer or Procurement Services Manager, then Contractor agrees that it waives, releases, and forever discharges the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.

4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.
5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.

B. All Other Claims: If a dispute, disagreement, or controversy of any kind, other than those covered in the Unanticipated Circumstances section of this Contract, arises from or is related to the Contract, shall be resolved under the Disputes section in the Contract.

## **107.29 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK**

All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the Project Manager made under the provisions of this

paragraph, the Project Manager shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, from the Contractor. At any time during the course of construction of this project if the provisions of the Plans, Specifications, or Contract provisions are being violated by the Contractor or his employees, the Project Manager shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Project Manager are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

The Contractor shall promptly remove from the premises all materials and work rejected by the Project Manager as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and retain the proceeds without compensation to the Contractor.

#### **107.30            CLEANING UP AND FINAL INSPECTION**

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. If not completed by Contractor, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Project Manager, who at the same time will make his final inspection of the work. The Project Manager will not approve the final estimate of any portion of the work until after the final inspection is made and the work is found to be satisfactory.

#### **107.31 CUTTING AND PATCHING**

The Contractor shall do all cutting, fitting, or patching of work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the Plans and Specifications for the completed Project.

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal of asphalt and will be considered to be included in the unit price of the related item of work.

Any cost caused by defective or ill-timed work shall be borne by the Contractor.

The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Project Manager.

#### **107.32 FINAL TESTS**

After completion of the work, the Contractor shall make any and all tests required by the Specifications or by municipal, state, or federal regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the applicable regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public.

#### **107.33 CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and periods provided by law and by this Contract.

#### **107.34 NO WAIVER OF LEGAL RIGHTS**

Upon written notice that the Contractor considers all work complete, the Project Manager will make a pre-final inspection with the Contractor and will notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.

After the Contractor has remedied all deficiencies to the satisfaction of the Project Manager and delivered all construction records including record drawings, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract

Documents), the Contractor will be promptly issued a Certificate of Completion by the Project Manager stating that the work is acceptable.

Upon completion of the Contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or Surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the Contract.

The Contractor shall be liable to the City for latent defects, fraud, or such mistakes as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

For all non-federally funded projects, the following additional requirements shall apply:

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. If any defect in the work in violation of the foregoing warranty arises, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to the City, design and engineering, labor, equipment, and materials necessary to correct such defect and cause the Work to comply fully with the foregoing warranty and Contract Documents. This obligation shall survive both final completion of and final payment for the Work. The City shall not be invoiced for any of costs of warranty work, and Contractor shall not be entitled to submit any claim for an increased fee arising therefrom. The Contractor guarantee period (two-year warranty period) will not begin until the Contract is 100 percent complete, as determined by the Project Manager. Acceptance of the 100 percent complete work shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of said correction or repair or for the remainder of the two-year warranty period, whichever is longer.
- (b) In placing orders for equipment, the Contractor shall purchase such equipment only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time an order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such

superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

## **107.35      ACCEPTANCE**

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.
- (b) *Final Acceptance.* Upon notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Project Manager will notify the Contractor in writing of final acceptance indicating the date on which the Project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Project Manager will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Project Manager will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in the No Waiver of Legal Rights section of this Contract.

## **SECTION 108      PAYMENTS AND ACCEPTANCE OF WORK**

### **108.00      PAYMENTS AND RETAINAGE**

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with C.R.S. Title 24, Article 91, on statements made and approved by the Project Manager. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

Payment for work performed by the Contractor under the Contract Documents will be made at the approved unit price or lump sum price for each of the several items as listed in the proposal and measured as hereinafter specified. Such payment

shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the Contract Documents. All incidental work essential to the completion of the Project in a workmanlike manner, and including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the aesthetics and safety of the construction area. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in these Contract Documents. However, any changes to plan quantity must be approved through proper Change Order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

If satisfactory progress has not been made the withheld percentage of the Contract price of any such work, improvement, or construction shall be retained on an invoice-to-invoice basis and shall not be cumulative. In other words, if the Contractor is not performing satisfactorily the City will hold ten percent (10%) of what is actually due to the Contractor. For example, if the Contractor is behind schedule and has successfully completed fifty percent (50%) of the work, the City will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the Contractor gets back on schedule.

- (2) Whenever a Contractor receives payment pursuant to this section, the Contractor shall make payments to each of the subcontractors of any

amount actually received which were included in the Contractor's request for payment to the City for such subcontracts. The Contractor shall make such payments within seven (7) Calendar Days of receipt of payments from the City in the same manner as the City is required to pay the Contractor under this section if the subcontractor is satisfactorily performing under the Contract with the Contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the Contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor.

At the time a subcontractor submits a request for payment to the Contractor, the subcontractor shall also submit to the Contractor a list of the subcontractor's suppliers, sub-subcontractors and laborers. The Contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven (7) days and interest payment until the subcontractor submits such list. If the Contractor fails to make timely payments to the subcontractor as required by this section, the Contractor shall pay the subcontractor interest as specified by Contract or at the rate of fifteen percent (15%) per annum, whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any Contract.

- (3) If the Contractor is not progressing in accordance with the Project Schedule or not performing quality work in accordance with the specifications, the City Procurement Services Manager, at the advice of the Project Manager may withholding retainage up to and including ten percent (10%) of the total contract amount.

#### **108.01        PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK**

The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.

(c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.

(d) Damage to another contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

## **108.02 ACCEPTANCE OF FINAL PAYMENT**

If the work is finally accepted by Project Manager under the terms and conditions of the Contract the entire balance found by the Project Manager to be due the Contractor, including the retained percentage, less any retention based on; (1) the Project Manager's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Project Manager.

Upon completion of the work under the Contract and before the Contractor will receive or be paid for the Project Manager's final statement, the City Procurement Services Division shall post a notice in the Colorado Springs Gazette that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the Contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the Contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Procurement Services Division prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor against the City.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so certifies, the City may, upon Certificate of Completion by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, and acceptance of the payment shall constitute a waiver of all claims by the Contractor but acceptance of the work shall not constitute a waiver of City claims against the Contractor.



Advertising for Final Payment and processing of the Final Pay Request shall not take place until after the Contractor has submitted Sales and Use Tax Forms to the City and said forms have been reviewed and approved by the City Sales Tax Office.

## **SCHEDULE C – GENERAL CONDITIONS CM/GC Version**

### **DEFINITIONS**

#### **1.01 Contract Terminology:**

- A. The specifications are intended to include the Work of the Contract without regard to the number of separate buildings or facilities unless made to a particular building or facility within one or more specification sections.
- B. For projects to be bid on a Single Contract basis, reference to the phrases: "General Contractor", "Plumbing Contractor", "Heating/Ventilating Contractor", "Electrical Contractor", or other specialty contractor shall mean "The Contractor". Therefore, all responsibility for completion of all work rests with the Contractor. The Contractor may use references to specialty contractors to assist in organizing the work and establishing subcontractor's work, however doing so does not relieve the Contractor from overall responsibility for completion of the Work.
- C. The Contract shall not recognize any form of partial completion.
- D. Notwithstanding any conflicting statements in the contract documents, all required warranties shall commence on the date of substantial completion, unless the City accepts portions of the work early and warranties for those portions will commence upon City acceptance.

#### **1.02 The following terms, as used in contract documents, are defined as follows:**

- A. "Abbreviations, Plural Words": Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the A/E. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.
- B. "Approved by A/E": In no case releases Contractor from responsibility to fulfill requirements of contract documents.
- C. Architect/Engineer or A/E: The Project Architect/Engineer (A/E) is as specified in the contract documents. The words Architect/Engineer, A/E, and Architect shall be considered synonymous.
- D. City: City of Colorado Springs, Colorado. The words City and Owner shall be considered synonymous.
- E. Closing Time: The scheduled closing time for the receipt of bids, and opening thereof.
- F. Contract Documents: Contract Documents shall consist of Notice to Bidders; Instructions to Bidders; the Bid Form or Contractor's GMP Proposal as amended in writing by the parties; Addenda; the signed Contract; Performance, Payment and Maintenance Bond; these General Conditions; and Project Manual and Drawings; including all modifications incorporated in any of the documents before execution of the contract agreement; all as itemized in the signed contract. The term "Drawings" shall be interchangeable with the term "Plans".
- G. "Contractor": The person, firm, or corporation to whom a contract is awarded by the City and who is subject to the terms of said contract. The words "Contractor" and "General Contractor" and Construction Manager/General Contractor (CM/GC)

shall be considered synonymous. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

- H. "Directed, Requested, Approved, Accepted, etc.": These terms imply "A/E, unless otherwise indicated.
- I. "Furnish": Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
- J. "General Requirements": Provisions of Division 1 sections of these specifications.
- K. "Indicated": Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled" and "specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
- L. "Install": Operations at project site. Including unloading, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
- M. "Installer": Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-subcontractor. Installers are required to be skilled experts in work they are engaged to install.
- N. "Minimum Requirements": Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Refer uncertainties to A/E before proceeding.
- O. Notice: Any written notice served pursuant to the terms of the contract shall be deemed to have been duly served if delivered in person or by registered mail to the Owner's designated representative at the project site; or to the Contractor's permanent place of business; or to the Surety on the performance, payment and maintenance bonds by registered mail to the home office of such surety.
- P. Owner: The City of Colorado Springs.
- Q. Owner's Architect/Engineer: As specified in the contract document - Architect/Engineer as an "Independent Contractor" for the City.
- R. Project: The entire improvement proposed by the City to be constructed in whole or in part pursuant to the contract.
- S. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
- T. Proposal Form or Bid Form: A contract document prepared by the City upon which the Bidder shall submit the Contractor's bid.
- U. Provide: Furnish and install, complete and ready for intended use.
- V. Specification Text Format: Imperative language is directed at Contractor, unless otherwise noted.
- W. Subcontractor: A person, firm, or corporation; other than the Contractor; supplying labor, materials, or equipment at the site of the project under an Agreement with the Contractor.
- X. Surety: The person, firm, or corporation that has executed as surety, the Contractor's Performance, Payment and Maintenance Bonds.
- Y. Time (Contract Time): The period of time allocated for completion of work. The term "day" in relation to time will mean one calendar day.
- Z. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.
- AA. Work, Extra Work, Emergency Work:
  - 1. Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the

- carrying out of all duties and obligations imposed by the Contract.
2. Extra work shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract; but not shown on the Drawings or called for in the Project Manual; and as authorized in writing by the City.
- BB. Sub-surface Conditions at the Site and definitions –These definitions BB.1 thru BB.4 shall apply unless noted otherwise in other contract documents:
1. "Rock", as used on the boring log of a soil investigation report, means material that could not be penetrated by the soil-sampling tool.
  2. "Bedrock", as used in these Special Conditions or the Project Manual means material of hardness or size that cannot be broken or removed with normal excavating equipment.
  3. "Normal excavating equipment" for trench or pit excavating shall be a backhoe with 3/4-yard bucket and recommended by the manufacturer for heavy excavation with the 3/4-yard bucket.
  4. "Normal excavating equipment" for mass excavation shall be a 20-ton crawler type tractor with ripper teeth and 2-1/2 cubic yard end loader.
- CC. "Hazardous Substances or Hazardous Materials" include, but are not limited to, petroleum products, radioactive materials, and all substances, which are listed under 40 CFR Part 302 and 40 CFR Part 355, 49 CFR Part 172 and 29 CFR §1910.120.
- DD. "Hazardous Waste" means a solid waste, which meets the criteria of 6 CCR 1007-3, §261.3, as amended from time to time.
- EE. "Solid Waste" means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility, or other discarded material; including solid, liquid, semisolid, or contained gaseous material resulting from industrial operations, commercial operations or community activities. "Solid waste" does not include any solid or dissolved materials in domestic sewage, or agricultural wastes, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the provisions of the "Colorado Water Quality Control Act", Title 25, Article 8, CRS or materials handled at facilities licensed pursuant to the provisions of the "Radiation Control Act" in Title 25, Article 11, CRS.
- FF. "Special Waste" means a solid waste, which may require chemical analysis prior to acceptance or which may require, special handling or disposal procedures. Special wastes include, but are not limited to asbestos, bulk tires or other bulk materials, biomedical waste, sludges and contaminated soil.
- GG. Substantial Completion – Substantial completion is when the construction is completed in accordance with the contract documents as modified by any change order agreed to by the parties so that the City can occupy the project for the use for which it was intended.
- II. Final Completion – Final completion is when all incomplete items of work subsequent to substantial completion have been completed and all required

closeout documents, such as guarantees, manuals, record documents, etc., have been provided to the City.

## PROSPECTIVE SUBCONTRACTORS

### 2.01 Prequalification:

- A. Subject to approval of the Owner, the Contractor may pre-qualify subcontractors and suppliers as required to ensure qualified subcontractors and suppliers are retained to complete the work required by this contract.

## INSTRUCTIONS TO BIDDERS- To Be Included in Bidding Documents

### 3.01 Copies of Plans Furnished: The City will furnish to the CM/GC all copies of Project Manuals and Drawings considered necessary for bidding of the Project.

- A. Bidders are cautioned to be alert for the possibility of missing Project Manual pages. In all cases, pages are numbered consecutively within each section, and the final pages of each section is identified by or otherwise noted.
- B. Bidding Documents may be examined at the Purchasing Department's Office and copies may be on file at various plan rooms.

### 3.02 Ownership of Drawings: The Contractor shall not reuse Drawings and Project manuals furnished by the City on other work.

### 3.03 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the copyright or other reserved rights.

### 3.04 Bid Basis

- A. Before submitting a bid, each Bidder should read the complete contract documents and all related documents contained therein, all of which contain provisions applicable not only to the CM/GC, but also to the CM/GC's subcontractors.

- B. Each Bidder shall base their bid on materials and equipment complying fully with the contract documents. In the event a Bidder names in the bid, materials or equipment which do not conform, the bid may be rejected for noncompliance with the contract documents.
- C. Sales/Use Tax: State of Colorado, or El Paso County Sales or Use Taxes shall be included in the bid for the work covered by this Contract. The contractor shall apply to the Colorado Department of Revenue for a tax exempt certificate for this project. The tax exempt certificate shall be submitted to the City at the earliest possible date, but no later than 30 days after award of the contract unless otherwise agreed upon with the City. The contractor shall utilize the tax exempt certificate and tax exempt project number when purchasing all equipment, materials and supplies to be incorporated in this project.

The Contractor and the Contractor's subcontractors shall include in their bid all City of Colorado Springs Sales and Use Taxes and other applicable taxes on the work covered by the Contract. For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax, City Use Tax is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, certificates listing all said equipment, materials and supplies and the corresponding use Tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the contractor.

- D. If the project is designed so as to require or permit the use of a process or processes, for which license or royalty fees will be charged, Bidders shall include such fees in the bid, and such fees will be paid by the Contractor to the patentee, licensee or City of such process.
- E. Bidders shall include in their bids the cost of obtaining all necessary permits for the work to be done.
- F. If CM/GC awards subcontracts on basis other than a competitive bid basis, as approved by the Owner, full documentation of the subcontractor's costs may be required from the CM/GC, if requested by the Owner.

### 3.05 Site and Work Required

- A. The City has endeavored to ascertain all pertinent information regarding site conditions, subsurface conditions and has, to the best of its ability, furnished all such information available to the Bidders. Such information is presented, however, as being the best factual information to the City and is advisory only. The Bidders shall, by careful examination, satisfy themselves as to the nature and location of the work, the character of the equipment, materials and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in anyway affect the work under the contract.
- B. Where test boring logs indicating underground conditions are shown on the

Drawings, such logs shall be considered only as indicative of conditions as observed at the time and place indicated, and the City shall not be held responsible for any variance in conditions encountered at the time of actual construction. It shall be the responsibility of the Bidders to satisfy themselves by such methods as they deem necessary, prior to the letting of the contract, as to underground structures, soils conditions and obstacles to be encountered.

- C. The Bidder to whom this contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which the Contractor should have fully informed himself prior to the bidding. Misunderstanding as to the amount of work, availability of materials or amount of labor shall be no cause for failure to enter into the contract or perform the same.
- D. An equitable adjustment in the contract sum and/or contract time shall be made if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the contract documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Notice by observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 14 days after first observance of the conditions.

3.06 Statement of Bidder's Plant and Financial Condition:

- A. Any Bidder may be required by the City to submit additional data to satisfy the City that such Bidder is prepared to fulfill the contract if awarded to him.

3.07 Questions Concerning Contract Documents:

- A. Prospective Bidders must examine the contract documents carefully and at least five (5) calendar days prior to the time set for opening the bids, must request in writing, from the A/E, an interpretation or correction of every patent ambiguity, inconsistency, or error therein. Such interpretation or correction, as well as any additional contract provisions the A/E may decide to include will be issued in writing as an addendum to the contract. Each potential Bidder will be notified when the addendum is available. Such addendum shall become a part of the contract documents.
- B. The written interpretation or correction so given by the A/E by Addendum shall be binding and prospective Bidders are warned that no other officer, agent, or employee of the City is authorized to give information concerning, or to explain or interpret, the contract. No oral instructions, interpretations or representations shall be binding upon the City.
- C. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it

to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable cost for correction. Regardless of the above, the Contractor shall include all work reasonably inferable from and consistent with the intent of the contract documents.

#### PART 4 SUBCONTRACT BIDS

4.01 Bid Forms – Bids are to be made only on the Bid Forms furnished by the CM/GC unless otherwise accepted by the CM/GC.

4.02 Preparation of Proposal:

A. All subcontractor and supplier bids must be submitted to the Contractor in accordance with the Contractor's bidding instructions. The bids must be endorsed with the title of the work, the number of the firm, and the name of the Bidder.

4.03 City's Right of Rejection - The City shall reserve the right to reject any or all subcontract bids, or any or all parts of bids in accordance with the City of Colorado Springs purchasing regulations

4.04 Withdrawal of Bids - Bids may be withdrawn by the Bidder prior to, but not after, the time set for the opening of bids.

4.05 Modification of Bids - Bids may be modified up to the time set for opening of bids, but not after.

4.06 Waiver of Informality - The CM/GC reserves the right to waive any informality or irregularity in bids, in accordance with the City of Colorado Springs Purchasing regulations.

4.07 Deleted

4.08 Deleted

4.09 Deleted

4.10 Unit Price Bids:

A. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are so invited are approximate only, and each Bidder will make its own estimates of amounts, and calculate the unit price accordingly. If there is a discrepancy between the unit price and the total price, the unit price shall be used by the CM/GC to determine the applicable total price. Bids will be compared on the basis of the stated number of units in the proposal form. Payment on the contract will be based on the actual number of units installed or performed on the completed work provided that said payment shall not exceed the total contract



amount.

## PART 5 CONTRACT DOCUMENT INTERPRETATION

### 5.01 Intent of Contract Documents:

- A. The intent of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, fees, and all other expenses, unless noted otherwise in the contract documents, as may be necessary for the proper execution of the contract.
- B. The Contractor shall request clarification of the documents from the A/E.
- C. If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical layout, or any errors or omissions in Drawings or layout, the Contractor shall immediately so inform the A/E, and the A/E shall promptly verify them. Any work done after such discovery without written consent of the A/E authorizing same, shall be done at the Contractor's risk and expense at no additional cost to the City.
- D. Any minor items not specifically called for in the Drawings and Project Manuals, but which are necessary to complete the work ready for use in accordance with the requirements of good industry standard practice, as determined by the A/E, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers, and the trades.

5.02 Standard Manufacturer: Wherever the terms "standard", "recognized", or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished, in at least three instances and that the performance of such materials, equipment, or supplies, for a period of over twelve months prior to the date fixed for opening bids, shall be prima facie, evidence that the manufacturer has been engaged in such business for a reasonable length of time.

5.03 "Or Approved Equal" Clause: Whenever, in any section of the contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted, shall not be construed in such a manner as to exclude other manufacturers' products of comparable quality, design, and efficiency. To obtain approval to use an unspecified product, the CM/GC shall deliver written requests to the Architect/Engineer at least seven (7) days before the bid date. The written request shall clearly describe and indicate the product for which approval is requested, including data, clearly marked necessary to demonstrate acceptability. Written requests must indicate the

section number, page number and line number of the Specification for the request of the product being made. If the product is acceptable, the Architect will approve it in an Addendum issued to plan holders on record. Approvals of such products as "equals" shall be solely determined by judgment of the Architect/Engineer.

- 5.04 Time is of the Essence: Inasmuch as the Contract concerns a needed improvement, the provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. Accordingly, the Contractor shall begin work not less than 10 calendar days after Notice to Proceed and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.
- 5.05 Partial Waiver or Waiver by Acquiescence: Partial waiver or waiver by acquiescence of any of the general or special provisions of this contract by the City shall not constitute waiver of any of the other provisions contained in the Contract Documents.

## PART 6 COMPLIANCE WITH LAWS

### 6.01 Laws and Regulations:

- A. It is the responsibility of the Bidder to be fully informed, advised and to comply with all Federal and State laws and the Charter of the City and all ordinances, rules and regulations and building and construction codes bearing on the conduct of the work. In addition, the successful Bidder will at all times after becoming the Contractor, defend, indemnify, and hold harmless the City and its officers and agents against any claim or liability arising from or based on the violations of such laws, ordinances, or regulations, caused by the actions of the successful Bidder, the Contractor's agents, or employees.
- B. It is the Architect Engineer's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing.
- C. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such work and shall bear the attributable costs.

### 6.02 Deleted.

### 6.03 Severability: If any provision of this contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other provision of this contract.

### 6.04 Requirements for Corporations or Individuals Domiciled Outside the State of Colorado: Unless otherwise decided by reason of the amount of the Contract involved, or other good reason, before or at the time that the Contract is awarded to a corporation outside the State of Colorado, such corporation must have carried out the proper procedure authorized to do business in the State of Colorado, designate a place of business therein, and appoint an agent for service of process.

Such corporation must furnish the City with a certificate from the Secretary of the State of Colorado to the effect that a Certificate of Authority to do business in the State of Colorado has been issued by the Contractor's office and there shall also be procured from the Colorado Secretary of State a photostatic or certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process have been made. In the event the successful Bidder is an individual operating a sole proprietorship or a partnership the execution of these Contract Documents by such successful Bidder shall amount to an appointment of the Sheriff of El Paso County, Colorado, as the agent for service of process of such successful Bidder for any and all disputes that may arise under the Contract with acknowledgment that the State of Colorado Shall be the proper venue for determination of such a dispute.

- 6.05 Licenses and Permits: It will be the responsibility of the successful Bidder to obtain necessary licenses and permits to do the project in accordance with applicable law.

#### PART 7 AWARD AND EXECUTION OF CONTRACT

- 7.01 Award: The contract will be awarded to the lowest responsive and responsible Bidder in the best interests of the City.
- 7.02 Contracts Executed: Each contract must be executed in three (3) original counterparts and no more, and there shall be executed original counterparts of the Contractor's performance, payment, and maintenance bonds in equal number to the executed original counterparts of the contract. One (1) copy will be delivered to the Contractor. The successful Bidder must provide compensation insurance and public liability and property damage insurance as outlined in the contract. The costs of executing the bonds, contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the contract is awarded.
- 7.03 Verbal Agreements: No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract.
- 7.04 Contract Security: The Contractor shall furnish good and sufficient Performance, Payment, and Maintenance Bond on the form attached hereto in an amount not less than the full amount of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall also be complete sureties for all guarantees of materials and workmanship required in these specifications. If at anytime during the continuance of the contract a surety on the Contractor's bond or bonds becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Such surety bonds shall cover the entire contract amount, regardless of changes in total contract amount.
- 7.05 Bond Forms: Bonds shall be prepared on forms provided by the City.

## PART 8 THE CONTRACT: FOLLOWING EXECUTION

- 8.01      Materials: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, fees and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The use of asbestos or any product containing asbestos or any other hazardous material banned by the Environmental Protection Agency and Department of Labor's Occupational Safety and Health Administration is prohibited from this project. A contractor who installs products containing asbestos or other such hazardous material assumes full responsibility and liability for penalties, damages, legal actions or loss and shall pay for costs of removal and replacement and legal costs, if they are involved. Products specified that unknowingly contain asbestos or other such hazardous material shall be brought to the attention of the Architect in writing prior to purchase and shall not be used on this project. Refer to the "Material Conformance Letter Form", provided at the end of this section.

- 8.02      Progress Schedule: The Contractor shall submit, at such times as may reasonably be requested by the A/E, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts. The special provisions or plans may require that certain phases or parts of the work be completed first or in a certain order. If the Contractor elects to use PERT or CPM charts, the Contractor shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the A/E upon request. The Contractor is required to update the schedules as a tie in to each month's pay request.

- 8.03      Schedule of Values:

- A.      Promptly following the execution of the contract documents the Contractor shall prepare and transmit to the A/E two copies of an itemized schedule of values in a format acceptable to the Owner and A/E. The total cost of all the items shall equal the contract price for the project. This breakdown, when approved by the A/E, will be used primarily in determining payment due the Contractor on periodical estimates.
- B.      For contracts bid on a unit price basis, unit bid prices for completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

- 8.04      Surveys: The City will furnish all site surveys, easements, pipeline licenses, etc., necessary to accommodate construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.

- 8.05      Taxation: The Contractor shall pay all fees and taxes including City Sales and Use taxes. [See 3.04.c.]

- 8.06      Assignment: Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the City.

8.07 Subcontracting:

- A. The Contractor shall notify the A/E and Owner in writing, giving the names (and qualifications if requested by A/E or Owner for specific subcontractors or suppliers) of all subcontractors and principal suppliers proposed for the work and shall not employ any that the A/E or Owner may within ten (10) business days object to.  
This listing shall include:
  - 1. Name, address, and telephone number of the subcontractor
  - 2. Branch of work covered
  - 3. Total price of subcontract if not previously provided
  - 4. Diversity business enterprise status of each firm.
- B. Subcontractors, before commencing work, must file with the Contractor satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the Contractor of the Contractor's obligation to insure and to hold the City harmless. If required by A/E, Subcontractors shall also file with the contractor copies of applicable permits and licenses required to do the subcontracted work. Contractor shall forward these to the A/E.

8.08 Other Contracts: This contract is not exclusive. Further, the City may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit the Contractor's own work to that provided under the other contracts as may be directed by the A/E. The Owner shall provide for coordination of the activities of the Owner's own forces and any other separate contractor with the work of the Contractor, the Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between contractor and the City. The construction schedules shall then constitute the schedules to be used by the Contractor, with separate contractors and the Owner until subsequently revised.

## PART 9 CONSTRUCTION SITE

9.01 Lands to be Used for Work:

- A. The City shall provide as indicated the lands upon which the work under this contract is to be done, right-of-way for access to same, and such other lands which are designated on the drawings for the use of the Contractor. Any delay in the furnishing of these lands by the City shall be deemed proper cause for an equitable adjustment in both contract price or time of completion, or both.
- B. The Contractor shall provide at the contractor's expense and without liability to the City any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. All such costs will be considered as having been included in the bids for the contract.

9.02 Storage of Materials: The Contractor shall confine the Contractor's equipment, apparatus, the storage of materials and operations of the Contractor's workers to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the project site with materials or equipment not necessary for the project.

- 9.03 Loading of Structures: The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the A/E's instructions regarding signs, advertisements, fires, and smoke.
- 9.04 Accident Prevention: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and Building and Construction Codes relating to the public safety, shall be strictly observed, and the contractor must, at all times, take the necessary precautions to ensure the protection of the public.
- 9.05 Hazardous Materials:
- A. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect.
- 9.06 Protection of the City Property:
- A. The Contractor shall provide and maintain all necessary guards, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with the contract. The Contractor shall make good any damage, injury, or loss to the Contractor's work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this contract.
- B. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself on account of damage inflicted by the Contractor's operations,

and shall pay any judgments awarded to cover such damage.

- 9.07 Failure to Maintain Safe Site: In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safe guards, and signals, or by reason of any act of negligence of the Contractor, the Contractor's subcontractors, agents, or employees, during the performance of this contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City payment or failure to pay any sum shall not be considered as a waiver of its right under the indemnity provision of this contract.
- 9.08 Pollution: The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances.
- 9.09 Clean Site: The Contractor shall at all times keep the site of the project free from accumulations of waste materials or rubbish caused by the Contractor's employees or work that is being done.

#### PART 10 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

13. 10.01 Royalties and Patents: The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof.
- 10.02 Permits, Licenses and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall be responsible for all water and wastewater tap fees as set forth in the Code of the City of Colorado Springs, as amended. The Contractor is also responsible for obtaining street cut/excavation permit, concrete permit for all work in the public right of way (i.e. streets, sidewalk areas and alley), and approved traffic control plans. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Project Manuals are at variance therewith, the Contractor shall promptly notify the A/E in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work.

#### PART 11 WORK PROVISIONS AND RULES

- 11.01 Commencement and Completion of Work:
- A. The Contractor shall commence work within ten (10) calendar days after receipt of Notice to Proceed and complete the contract within the number of calendar days or by the date specified in the proposal form.
  - B. The dates fixed for commencement and final completion of the work may be extended by the A/E with approval of City. All requests for extension of time shall be made in writing to the A/E and shall set forth the reasons for such request. The A/E shall fix the period of extension, if any. The A/E's decision, with approval of the City, shall be binding upon the parties hereto. Requests for extension of time received ten (10) or more days after the occurrence of the delay will not be honored. The Contractor shall not be entitled to or receive additional compensation, including costs, for extensions, unless otherwise stated in the

change order.

- C. If satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities other than those set forth in the contract, then the contract time shall automatically be increased in the same proportions as the time of the additional work bears to the original work contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

- 11.02 Failure to Complete Work on Time, Liquidated Damages: In case the Contractor shall fail to fully perform and complete the work in conformity to the provisions and conditions of the contract within the specified time limit set forth in the proposal form or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City for each and every day of the additional time in excess of the contract time and any granted extension thereof, the sum given in the following schedule which said sum per day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of engineering supervision and current facilities lease and operating costs and in no case a penalty.

AMOUNT OF LIQUIDATED DAMAGES PER DAY THAT THE PROJECT IS NOT COMPLETE = Outlined in Schedule B

- 11.03 Work in Bad Weather: No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first-class construction throughout, and then only subject to permission of the A/E. Inordinate inclement weather shall be sufficient reason for granting an extension to the date of completion. Contractor shall make allowances for normal amounts (mean/normal) bad weather days in the calculation of the Contractor's schedule. No extension to the date of completion shall be allowed, unless the bad weather days exceed the number of (mean/normal) bad weather days, according to United States Weather Bureau Data. Contractor shall log bad weather days and immediately, at such time (within ten days), notify A/E that bad weather days' allowance has been exceeded.

- 11.04 Emergency Work: In an emergency effecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the A/E, to act at the Contractor's discretion to prevent threatening lose or injury. The Contractor shall take such actions as the Contractor deems necessary, prudent, and reasonable where the Owner or A/E alerts the Contractor to a situation presenting a potential safety hazard, without the Owner or A/E accepting any of the Contractors sole responsibility for safety in the means, methods, and processes selected in the performance of the work.

- 11.05 Authority of the Architect/Engineer:

- A. The A/E shall perform technical observations of the work. The A/E has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The A/E shall also have authority to reject all work and materials, which do not conform to the contract, and to decide questions, which arise in the execution of the work.



- B. The A/E shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or in the interpretation of the contract documents.
- C. The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction; (2) until final payment is due; and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.02. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- D. The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
- E. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these areas are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- F. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- G. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

11.06 Observations:

- A. The A/E shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for observations.
- B. The A/E shall have the right to reject materials and workmanship that are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the A/E at anytime before final

acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, pursuant to an authorized change order, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or the Contractor's subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction.

- D. All materials to be incorporated in the work, all labor performed, shall be subject to the observation and approval or rejection of the A/E.
- E. If the A/E shall point out to the Contractor, the Contractor's superintendent, or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued.
- F. The City has not retained the A/E for full-time observation at the project site to ensure compliance with the requirements of the contract documents. Thus normal work will be allowed to proceed without the A/E present. However, there may be specific items of work, which the A/E wishes to observe before covering with other construction components. If such request has been made to Contractor or if otherwise required by the contract documents, the Contractor shall notify A/E forty-eight (48) hours prior to completion of such work, so the A/E may observe such work prior to covering up of same. In the event no such notice is received by A/E, such work shall be subject to un-covering for A/E's observation, at the Contractor's expense. The presence of the A/E shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The observation of the work by the A/E is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such observation, however, shall not operate to release the Contractor from any of the Contractor's contract obligations.

#### 11.07 Contractor Cooperation:

- A. Partnering: The Owner may require all contracting parties on the project to participate in a one day Partnering workshop. The workshop will be scheduled as soon after the prime contract has been awarded as practical and the major subcontractors and suppliers are known. This Partnering relationship will be structured to draw on the strengths of each stake holder organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and project completion within budget, on schedule, and in accordance with plans and specifications.
- B. Discrepancies: If the Contractor, as the work progresses, finds any discrepancies between the plans and physical conditions or any errors in the plans or layout as given by the surveyor's stakes or instructions, it shall be the Contractor's duty to inform the A/E in writing and the A/E shall correct the same. The A/E shall be allowed a minimum of two business days for any design adjustments needed for correction of discrepancies. Any work done after such discovery until authorized will be done at the Contractor's risk and expense.
- C. Workmen, Methods and Equipment: Permission by the A/E to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the A/E, or as to bind the A/E to accept work which does not comply with the contract.

11.08 Contractor's Responsibility for Work:

- A. Until the work is accepted by the A/E as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

11.09 Protection of Utilities:

- A. The Contractor's attention is directed to the fact that utilities may encroach on the construction of this project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telephone, fiber optic, power lines, water lines, sewer lines, gas lines, railroad tracks, steam tunnels, traffic signal conduits, and other overhead and underground utilities.
- B. Before any excavation is begun in the vicinity of water lines, rail road tracks or structures, sewer lines, gas lines, telephone conduits, cablevision line, etc., each utility company, department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is on the project site.
- C. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.
- D. Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the A/E may direct to properly protect these utilities throughout the Contractor's construction operations and shall cooperate at all times with the proper authorities and/or Owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipelines, sewers, etc., affected by this project.
- E. The cost of damages due to the Contractor's operation or the cost of protecting utilities where alteration or moving is not required to permit construction of the project shall be included in the original contract bid price for the project.
- F. Should any pipeline, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telephone lines, telegraph lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project, the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. The cost of this work shall be borne by the utility companies involved, unless other agreements are reached with the City.

11.10 Labor:

- A. The Contractor shall employ none but competent and skilled workers and superintendent in the conduct of work on this contract. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees.

The A/E shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these Drawings or Project Manuals, or who is incompetent, unfaithful, abusive, threatening, or disorderly in the Contractor's conduct, and any such person shall not again be employed on the project.

- B. Forty (40) hours per week shall constitute a normal workweek.
- C. The use of alcohol and/or drugs or narcotics on the job or being under their influence when reporting for work is prohibited. Use of prescription and over the counter drugs are allowed as long as they do not detract from an employee's ability to perform their assigned job tasks or duties. The contractor shall be responsible for providing the City with employees that are drug free and free from the effects of alcohol while performing work under this contract.

11.11 Employment of Labor: The Contractor shall comply with, and protect, indemnify, and hold the City harmless from any violation of, all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, Unemployment Compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this contract.

11.12 Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

11.13 Superintendence: The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the A/E and with other Contractors or utility company employees in every way possible. The Contractor shall have at all times, on the Work, as the Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Drawings and Project Manual, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the A/E.

11.14 Shop Drawings, Product Data and Samples:

- A. The Contractor, as soon as possible, after approval of the source and the purchase of items of materials and equipment, shall submit to the A/E all shop or setting drawings and schedules required for the work, including those pertaining

- to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the A/E, and resubmit the same without delay.
- B. Four final copies of all shop or setting drawings shall be submitted to the A/E, who after checking will retain three copies and return one copy to the Contractor.
  - C. The A/E shall be allowed a minimum of three business days for review of shop drawings unless otherwise specified.
  - D. The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - E. The A/E's review of Contractor's submittals shall be limited to an initial submittal and two re-submittals.

#### 11.15 Record Drawings:

- A. The Contractor, as soon as practicable, after the construction of an item of the project, not in accordance with the Project Manuals and Drawings, for which the A/E has given approval, shall submit Project Manuals and Drawings of the item as built, to the A/E. Such record drawings shall be done in a professional manner and be acceptable to the A/E. Particular attention shall be given to items which are "hidden" in the work. Accurate location dimensions shall be provided on the record drawings for such items. Project Manual sections, indicating multiple product/manufacture choice, shall be marked to indicate actual product/manufacture used in the project.

#### 11.16 Materials:

- A. Unless otherwise stipulated in the Project Manuals, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the A/E for the A/E's approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.
- B. If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well known, established practice and standards recognized by architects, engineers, and the trade insofar as possible.
- C. When required by the Project Manuals, or when called for by the A/E, the contractor shall furnish for approval full information concerning the materials or

articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall run the risk of subsequent rejection.

- D. The A/E shall be allowed a minimum of three business days for all material related approvals unless otherwise specified.

#### 11.17 Testing of Materials:

- A. Attention of the Contractor is directed to the materials tests required in this contract. An approved testing laboratory shall make all laboratory tests. The specific test requirements are set forth in the sections of these Project Manuals that describe the materials or apparatus to be tested. The Contractor shall furnish the materials to be tested and shall pay transportation charges on any samples required to be submitted to the laboratory.
- B. Where certified test reports are requested, they are to be furnished by the manufacturer. The Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

#### 11.18 Changed Conditions:

- A. When additional information regarding foundation or other conditions becomes available as a result of the excavation work, further testing, or otherwise, it may be found desirable, and the City shall have the right to change the location, alignment, dimensions, or design of the work to meet such conditions.
- B. During the progress of the work, the City may find it advisable, and shall have the right, to omit portions of the work and to increase or decrease any items as may be deemed necessary or desirable. If the material or labor involved in such a change is not included in the prices of the contract, but forms an inseparable part of the work to be done under this contract, and the delay involved in asking for the advertising for bids and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system or other property belonging to the City, the City may, in its discretion, declare in writing an emergency and require the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written change order from the City. The parties hereto shall agree upon a lump sum to be paid for said work in advance of performing it or the contract amount shall be adjusted by other method as set forth for changes in the work under 11.19.
- C. No payment will be made for extra work unless and until a change order has been signed by the Contractor and approved by the City. Change Orders shall be prepared on the City Standard Form.

#### 11.19 Changes in the Work:

- A. The City may make changes in the Drawings and Project Manuals or scheduling of the contract within the general scope of this contract at anytime by a written change order. If such changes add to or deduct from the Contractor's cost of the work, the contract price shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of

- ordering such change or at such time as it can be ascertained.
- B. In giving instructions, the A/E shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. No extra work or change shall be made unless in pursuant of a prior written change order by the City, and no claim for an addition to the contract sum shall be valid unless the additional work was so ordered and approved by the City by a prior written change order.
  - C. As directed by the City thru written Change Orders or written City directives, the Contractor shall proceed with changes in the work
  - D. It shall be expressly understood and agreed to by the Contractor that no claim for extra work, will be recognized by the City unless same has been ordered in writing by the A/E in person, and approved by the City by written change order.
  - E. The A/E shall be allowed a minimum of three business days for review of changes.

11.20 Deleted.

11.21 Removal of Defective Work: All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the A/E made under the provisions of this paragraph, the A/E shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, the Contractor.

11.22 Suspension of Work

- A. The City may at anytime suspend the work, or any part thereof, by giving seven (7) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to so do. Contractor may be asked to provide an accounting of costs, including adequate supporting information, and Owner may, at its expense, audit the claimed costs and supporting information. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (2) that an equitable adjustment is made under another provision of this Contract. If the parties determine that as a result of the suspension a reasonable adjustment of the contract price is due to the Contractor, the adjustment shall be made by written change order.

11.23 Cleaning Up and Final Inspection:

- A. The Contractor shall at the completion of the work, remove all the Contractor's rubbish from and about the work and all the Contractor's tools, equipment, scaffolding, and surplus materials and shall leave the Contractor's work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the

City thereof.

- B. All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at the contractor's expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the A/E, fall short of first-class work, shall be promptly corrected by the Contractor at the Contractor's own expense. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the A/E, who at the same time will make the Contractor's final inspection of the work. The A/E will not approve the final pay application of any portion of the work until after the final inspection is made and the work found satisfactory.

#### 11.24 Cutting and Patching

- A. The Contractor shall do all cutting, fitting, or patching of the Contractor's work that may be required to make its several parts fit together or to receive the work of other contractors, shown in, or reasonably implied by the Drawings and Project Manuals for the completed project.
- B. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
- C. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other contractor without the consent of the A/E.

#### 11.25 Final Tests:

- A. After completion of the work, the Contractor shall make any and all tests required by the Project Manuals or by Municipal or State regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the Municipal or State regulatory bodies.

#### 11.26 Correction of Work After Final Payment:

- A. Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence nor faulty materials nor workmanship within the extent and period provided by law and by this contract.

#### 11.27 Guarantees:

- A. All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years, or for such longer period as may be required by the contract, Project Manual, or special provisions. In placing orders for fabricated materials and equipment, the Contractor and all subcontractors shall purchase same with a two year guarantee from the respective manufacturers and/or suppliers unless longer guarantee period is required by other contract documents. The Contractor and all subcontractors shall require that the manufacturer agree in writing at the time of the order for equipment is placed, that the manufacturer will be responsible for



the proper functioning of the equipment in cooperation with the Contractor and subcontractors, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

- B. Guarantee/warranty. Guarantee/warranty periods shall begin as of the date of final acceptance by the City.

## PART 12 PAYMENTS AND ACCEPTANCE OF WORK

### 12.01 Payments:

14. A. Unless otherwise provided in the Project Manuals, partial payments will be made as the work progresses at the end of each calendar month (net 30 days), on statements prepared by the Contractor and submitted to, and approved by the A/E. In preparing statements, only completed work and materials (limited to large dollar items as approved by the City which are suitably stored at the site) will be taken into consideration. If the City approves for payment of stored materials, the security of those stored materials remains the responsibility of the contractor until such time the project is complete.

Application for payment shall be submitted on City of Colorado Springs "Application and Certificate for Payment Form."

Submit application for payment, and indicating:

1. The value of the labor, materials and equipment incorporated in the work, or delivered and suitably stored at the site.
2. A deduction of (retained percentage).
3. The deduction of all previously approved payments.
4. New amount requested.

B. Retainage shall be an amount equal to ten percent (10%) of the work completed, including any stored materials. In the case of contract exceeding a total amount of \$80,000, when the work has reached the fifty percent (50%) completion, retainage shall be reduced to five percent (5%) of the total contract amount.

C. All material acquired under this contract is the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

D. Payments may be made for materials stored suitably on site providing that prior arrangements have been made and paid invoices are submitted with the request.

- E. Payment may be made on materials and equipment suitably stored off site, providing that prior arrangements have been approved by Owner in writing. Materials stored off site must be of a specially fabricated nature and/or in a bonded warehouse to qualify for payment. Paid invoice cost only will be honored.

### 12.02 Correction of Work Before Final Payment

- A. Contractor shall promptly remove from the premises all materials and work condemned by the A/E as failing to meet contract requirements, whether

incorporated in the work or not, and the Contractor shall promptly replace and re-execute the Contractor's own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- B. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

#### 12.03 Payments Withheld Prior to Final Acceptance of Work

- A. The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:
  - 1. Defective work not remedied;
  - 2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
  - 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- B. Damage to another contractor.
- C. When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### 12.04 Substantial Completion, Final Completion and Acceptance of Final Payment

- A.
  - 1. Substantial Completion: When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall request the Architect make inspection. The Architect will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item which is not sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine substantial completion.
  - 2. When the work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.
- B. Upon receipt of written notice that the work has reached final completion and is ready for final inspection and acceptance, the A/E will promptly make such inspection, and when the A/E finds the work acceptable under the contract and the contract fully performed and is accepted by him under the terms and conditions thereof, the retained percentage less a retention based on the A/E's

estimate of the fair value of the claims against the Contractor and up to 300% of the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work is due and payable subject C below.

- C. Upon final completion of the work under the contract, receipt of sales tax certification and other project closeout documents and before the Contractor shall receive or be paid the final statement, City shall publish in a newspaper published in the City of Colorado Springs, a notice that they have accepted such work as completed according to the Drawings and Project Manuals and rules set forth in the contract and that the Contractor is entitled to final settlement therefore, and that after the final publication, the City will pay the full balance due under the contract, and that persons having claims for labor or material furnished the Contractor shall present the same to the City Controller prior to said date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the sureties on the Contractor's bond from any claim or claims for work or labor done or materials or supplies furnished in the execution of the contract.
- D. The tender of the final payment shall constitute a waiver of all claims by the Contractor.

## PART 13 TERMINATION OF CONTRACT

### 13.01 The Owner's Right to Terminate Contract

- A. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or materials, or if the Contractor should fail to make payments to subcontractors or for material or labor, so as to affect the progress of the work, or be guilty of a substantial breach of the contract, then the City, without prejudice to any other right or remedy and after giving the Contractor seven (7) days' written notice, may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment, and other facilities installed on the work and paid for by the City, and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment for work performed or the remainder of the contract.
- B. Where the contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor or the Contractor's surety then existing or which may thereafter accrue because of such default. Any retention or payment of moneys by the City due the Contractor under the terms of the contract shall not release the Contractor or the Contractor's surety from liability for the Contractor's default.
- C. Upon seven (7) days' written notice to Contractor and A/E, City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed, and any documented expenses sustained up to the amount of funds appropriated and available to be spent by law.

### 13.02 Completion of Contracts in Default

- A. If for any reason a contract is declared in default, the City shall have the right to take over all or any portion of the work and complete it at its option, either by day labor or by reletting same. Written notice shall be given the Contractor by the City that the Contractor's contract has been declared in default, and upon receiving such notice, the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.
- B. The City may, at its option, and at a rental that it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.
- C. Neither the City nor any employee thereof shall be in anyway liable nor accountable to the Contractor nor the Contractor's surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid there of. Should the cost of completing the work be in excess of the original contract price, the Contractor and the Contractor's surety shall be held responsible for such excess cost. Neither by taking over the work nor by declaring the contract in default shall the City forfeit the right to recover damages from the contractor or the Contractor's surety for failure to complete the Contractor's entire contracted.

### 13.03 Contractor's Right to Stop Work or Terminate Contract

The Contractor may terminate this agreement upon ten (10) days written notice to the City if, 1) the work has been suspended for more than ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume work or to terminate the agreement has not been transmitted by the City within this time period; or 2) the City should fail to pay the Contractor within 30 days after moneys are due to the Contractor in accordance with the terms and conditions of this agreement, unless within the said ten (10) days notification periods, the City issues payment in full for all amounts due.

- 13.04 Removal of Equipment - In the case of termination of this contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of the Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## PART 14 MATERIALS

### 14.01 Expediting Materials

- A. The Contractor shall immediately after receipt of Notice to Proceed and approval 15. of the list of subcontractors and material suppliers, place orders for all equipment, materials and supplies required for the work.
- B. The Contractor shall exercise due diligence in seeing that all equipment, materials and supplies are delivered well in advance of the time they are needed on the job; and the Contractor shall properly store and protect same at the contractor's expense.

## PART 15 MEASUREMENTS

### 15.01 Measurements

- A. Before ordering any material or doing work, the Contractor shall verify all measurements at the project and shall be responsible for the correctness of same. The Contractor is responsible to report all differences between actual field measurements and the measurements indicated on the contract drawings to the A/E.
- B. Any difference which may be found shall be submitted to the A/E for consideration before proceeding with the work. The A/E and City will not be responsible for the scaling of drawings.

## PART 16 INDEMNIFICATION

- 16.01 Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.

## PART 17 INSURANCE AND BONDS

- 17.01 Insurance Instructions: Contractor shall not commence work under this contract until all insurance required under this Section has been obtained and such insurance has been approved by the Purchasing Director, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of this subcontractor has been so obtained. It shall be the responsibility of the Contractor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. The City must be named as additional insured.
- 17.02 Worker's Statutory Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees, and in the case of any work sublet, the contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract and the Contractor shall require each subcontractor similarly to maintain Employer's Liability Insurance on its employees.
- 17.03 Commercial General Liability: Commercial General Liability is required for limits of not less than \$500,000 combined single limits for bodily injury and property damage. Blanket contractual, Board Form Property Damage, Two Year Completed Operations, Contractors Protective with limits of \$1,000,000 and aggregate of \$2,000,000, and, if applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities, etc., must be included. The City of Colorado Springs must be named as additional insured.
- 17.04 Automobile Liability: Comprehensive Automobile Liability coverage is required for limits

of not less than \$500,000 combined single limits for bodily injury and property damage. Automobile contractual coverage protecting the interests of the City of Colorado Springs must be included.

- 17.05 Excess or Umbrella Liability: The Contractor provides \$1,000,000 Commercial General Liability Insurance.
- 17.06 Builders Risk or Installation Floater: The Owner will provide Builders' Risk Insurance on an "all risk" basis, covering any and all materials and equipment (except the equipment and tools owned or leased by contractors and/or their employees), machinery, tools, and supplies of any nature whatsoever, including buildings and all temporary structures to be used in, or incidental to, the fabrication, erection, testing, or completion of the work.
- 17.08 Proof of Carriage of Insurance: The Contractor shall furnish to the Purchasing Director, satisfactory proof of carriage of the insurance required. Renewal certificates and policies, as required, will be forwarded to the appropriate department for as long as the Contractor performs the work as specified in the contract. All certificates of insurance shall state that 30 days written notice will be given to the Owner and the Engineer before the policy is canceled or changed. It shall be the responsibility of the Contractor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. Subcontractor must forward proper evidence of this compliance to appropriate department prior to the inception of any work.

Two copies of each required certificate shall be sent to the attention of:

Director of Purchasing and Contracting  
30 S. Nevada, Suite 201  
Colorado Springs, CO 80903

## PART 18 PROTECTION OF THE ENVIRONMENT

### 18.01 Violation of Environmental Protection Regulations.

The Contractor shall carry out the project in such a manner that it will not violate or cause the City to violate any federal, state, or local environmental laws or regulations. The Contractor shall be responsible for all violations of federal, state, and local environmental laws or regulations. The Contractor will also be responsible for paying all fines, penalties, and associated legal fees which are incurred by the Contractor or the City as a result of violations of environmental laws or regulations caused by the Contractor.

### 18.02 Permits and Licenses

The Contractor shall be responsible for obtaining all permits and licenses required for the project, and for complying with all conditions of the permits and licenses. The Contractor shall provide the City with copies of all required permits and licenses prior to commencing work on the project site. The Contractor shall be responsible for making all notifications and arranging for all inspections that may be required as conditions of the permits or licenses.

### 18.03 Cleanliness

Special attention shall be given to keeping all areas of the project site organized and clean and free from trash and debris and surplus material. The Contractor shall employ sufficient personnel to thoroughly clean and organize the work areas each working day. This shall include collecting and disposing of trash and debris, and all other functions required to keep the project site clean and organized.

Equipment, materials, and supplies shall be stored in locations which will not block access to the project site. No oil or grease shall be discharged from the project site in violation of existing regulations.

All hoses, cables, extension cords, and similar materials shall be located and organized so that they will not block access to the project site. At the close of each work week and at the close of each day preceding a holiday, all such items shall be removed from the construction area and stored in the Contractor's warehouses or other designated storage areas.

The Contractor shall at all times keep the Project Site free from trash and debris and surplus material as soon as possible after accumulation or after it has served its useful purpose. After the Contractor completes the project, the Contractor must ensure that all areas of the Project Site are clean and free from trash, debris and surplus material and that all Hazardous Substances and Hazardous Materials brought to the Project Site by the Contractor, subcontractor, suppliers or anyone else for whom the Contractor is responsible are removed from the Project Site. In the case of a dispute with the Contractor concerning the requirements of this section, the City's decision shall be final.

#### 18.04 Solid Waste Disposal

The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances relating to the handling, transportation, and disposal of solid waste. Disposal of solid waste will not be permitted on the project site. All solid waste will be transported to and disposed of at a facility that has an approved Certificate of Designation for such waste.

- A. All handling and disposal of solid waste shall be so conducted as to prevent contamination of the project site and other areas. Upon completion of the project, the areas shall be left clean and natural looking.
- B. Disposal of solid waste will not be allowed on the Project Site. The Contractor may not dispose of solid waste generated by this project without the approval of the City.
- C. The Contractor shall use best efforts to minimize the volume of Solid Wastes generated during project activities.
- D. The Contractor shall be responsible for segregating waste streams from the project site and properly storing them on-site. The Contractor shall promptly notify the A/E of any Solid Wastes stored at the project site that may also be Hazardous Wastes or Special Wastes

#### 18.05 Water Quality Requirements

- A. No water, except for normal stream runoff, waste, or Hazardous Material or Hazardous

Substance, regardless of quality, shall be discharged from or on the Project Site during the project for any reason. The Contractor will not allow any Solid Waste or oil to be discharged to the sanitary sewer system, storm water collection system or to any process sewer system.

- B. The Contractor shall not discharge any waste from this project to the sanitary sewer system until after the Contractor obtains a written Authorization to Discharge from Colorado Springs Utilities – Industrial Wastewater Section and directs the Contractor to commence such discharge.
- C. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation.

#### 18.06 Hazardous Materials

During performance of this contract, the Contractor must ensure that it follows all applicable federal, state, and local statutes, ordinances, rules and regulations dealing with hazardous materials, hazardous substances, and hazardous wastes. In the event the Contractor, while performing work on the site, encounters any material, affixed to or contained within any portion of the structure, which the Contractor reasonably believes to be a hazardous material or hazardous substance including, but not limited to asbestos and PCBs, the Contractor shall immediately stop all work in the affected area and notify the A/E, the City, and any other body as required by law or regulation, of the incident. Any verbal notification shall be followed by written notification by the Contractor to the same within forty-eight (48) hours. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency and has not been rendered harmless.

During the construction portion of this project, Contractor shall not use asbestos or any product containing asbestos or any other hazardous material banned by the Environmental Protection Agency. Contractor must notify A/E and City immediately whenever Contractor reasonably suspects that any product specified for use in this project contains asbestos or any other such hazardous material. If Contractor installs any product containing asbestos or any other such hazardous material, Contractor shall assume full liability, whether incurred by Contractor or City, for all costs associated with removal and replacement of the product, and penalties, fines, damages, judgments, costs, interest, fees, including but not limited to reasonable legal fees and expert witness fees, associated with the use of the product.

#### 18.07 Hazardous Substance/Material Release to the Environment

If Hazardous Substances or Hazardous Materials are spilled, leaked or otherwise released to the environment or Project Site, by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible, the Contractor shall take immediate steps to notify the City and contain and clean up any spilled material using only employees or subcontractors who have been properly trained in accordance with OSHA requirements for Hazardous Waste operations and emergency response. The Contractor is responsible for making all notifications and complying with all regulatory requirements related to such an incident. Any waste generated as a result of a spill by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible shall become the property of the Contractor and shall be disposed of in accordance with all applicable requirements and at a disposal site



previously approved by the City. In addition to cleanup and disposal costs, the Contractor is responsible for all costs associated with demobilization, remobilization, medical examinations, and all other costs, claims, losses, and damages, including but not limited to attorney fees and litigation costs as well as fines and penalties, incurred by the City as a result of Hazardous Substances or Hazardous Materials that are spilled, leaked or otherwise released to the environment or Project Site by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible.

#### 18.08 Environmental Site Assessment

If a Phase 1 Environmental Site Assessment or other environmental testing of this site has been performed, the document(s) are available for review by interested Bidders from the City Purchasing Department. Bidders should be aware that any Phase 1 site assessments were prepared for the exclusive use of the City for a very limited purpose and reflect only the site conditions at the time the report was prepared. Conditions may have changed since the site was inspected and it may require additional investigation to obtain current and complete information regarding conditions at the site. Any conclusions made from the information contained in the report are made at the Bidder's own risk.

If an environmental testing of this site has been performed, it is available for review by interested Bidders from the City Purchasing Department.

### PART 19 HEALTH AND SAFETY

#### 19.01 Safety and Protection

- A. The contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City a safety plan for review prior to commencement of work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. All persons on the Project Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
  - 3. Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 19.01.A.2 or 19.01.A.3 caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be

liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has accepted the work in writing.

#### 19.02 Safety Representative

The Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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## SCHEDULE D – MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. ☒ Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. ☒ Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3. ☒ Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4. ☒ Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
5. ☒ Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

Except for workers' compensation and employer's liability insurance, the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

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(Name of Company)

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(Signature)

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(Date)